

STATE OF ALABAMA)

JEFFERSON COUNTY) July 31, 2012

The Commission convened in regular session at the Bessemer Courthouse at 9:20 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of July 17, 2012, be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

The Commission met in Work Session on July 24, 2012, and approved the following items to be placed on the July 31, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 9.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 14.
- Commissioner Carrington, Administrative Services Committee - Addendum item #1.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 5. Addendum Item # 3 was added to the agenda.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 22. Additional Staff Development, an Encumbrance Report item and Addendum Item # 2 were added to the agenda.
- Addendum Items 4 and 5 were added from the County Attorney.

County Manager, Tony Petelos introduced the George Tablack as the new County CFO.

Commissioner Brown announced a correction to the location for the sewer rate hearing. The hearing will be held today, July 24th at 5:30 p. m. at the Bessemer Justice Center.

Jul-31-2012-554

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that any contract between the County and a consulting firm retained to provide advice relating to Cooper Green Mercy Hospital shall clearly state that such firm shall report to, work with and provide advice to the County Manager and not to any individual member or subset of members of the governing body of the County.

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

Jul-31-2012-555

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Village Creek Tornado Damaged Tree and Debris Removal Project, such certified bids having been opened on Thursday, July 5, 2012 and listed as follows:

Contractor	Amount Bid
1. DRC Emergency Services LLC	\$225,000.00
2. Phillips & Jordan, Inc.	\$ 95,900.00
3. R. Baker, Inc.	\$134,000.00

WHEREAS, after tabulation and certification by CH2M, Hill Engineering, it has been recommended that the contract for the Village Creek Tornado Damaged Tree and Debris Removal Project be awarded to Phillip & Jordan, Inc., in the amount of \$95,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington,

be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
7/31/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-POSTAGE TO MAIL MEDICAL RECORDS	CO HOME: GENERAL ADMIN	54.55	1900061343
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-FOOD FOR RESIDENT ACTIVITY	CO HOME: GENERAL ADMIN	153.84	1900061351
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-POSTAGE TO SEND CERTIFIED MAIL TO RX AD	CO HOME: GENERAL ADMIN	5.59	1900061355
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH POSTAGE TO SEND CERTIFIED MAIL TO ADPH	CO HOME: GENERAL ADMIN	10.45	1900061357
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH OFFICE SUPPLIES CALENDAR PURCHASE	CO HOME: DIETARY	9.99	1900061369
*DISTRICT 1					234.42	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL	FLEET MGMT: ADMIN	231.59	1900061403
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL FEES	FLEET MGMT: ADMIN	60.00	1900061404
*DISTRICT 2					291.59	
DISTRICT 3	1000548	CITY OF VESTAVIA HILLS	10SMA GRANT REIMB - VESTAVIA HILLS MEDIUM	EMA	1,294.72	1900061513
DISTRICT 3	1001598	THE BIRMINGHAM NEWS	LEGAL NOTICE BHAM NEWS 2012 VALUES	BD OF EQUAL - BHAM STATE	140.25	1900061619
DISTRICT 3	1020562	BESSEMER FIRE DEPARTMENT	10SMA GRANT REIMB - BESSEMER HEAVY	EMA	3,875.00	1900061520
DISTRICT 3	1025942	LOOPNET INC	CLOSE OUT LOOPNET SERVICE	BD OF EQUAL - BHAM STATE	153.95	1900061615
DISTRICT 3	1028404	ROBERT G. WATTS	REALTY RATES SUBSCRIPTION	BD OF EQUAL - BHAM STATE	198.00	1900061518
DISTRICT 3	1029422	WILLIAM STEVE DARBY	SR GRANT REIMBURSEMENT - WILLIAM DARBY	EMA	3,999.38	1900061616
DISTRICT 3	1029435	MICHAEL E NABORS	SR GRANT REIMBURSEMENT - MICHAEL NABORS	EMA	4,000.00	1900061617
DISTRICT 3	1029440	JAMES H SMITH	SR GRANT REIMBURSEMENT - JAMES H. SMITH	EMA	4,000.00	1900061618
*DISTRICT 3					17,661.30	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - SIREN REPAIRS & POSTAGE	EMA	605.98	1900061447
DISTRICT 4	1000283	CITY OF HUEYTOWN	FEMA DR-1971 MUTUAL AID HUEYTOWN	EMA - DISASTER RECOVERY	50,779.18	1900061398
DISTRICT 4	1029882	BLACK WARRIOR METH CORP	PERMIT 120412M - CONTRACTOR NOT DOING JOB.	INSPECTION SERVICES	195.00	1900061742
*DISTRICT 4					51,580.16	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRAVEL EXPENSE OVERAGE DUE STEVE KANADAY	ES: SANITATION ADMIN	39.25	1900061086
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPAIR PARTS FOR PLANT WATER LINE	ES: CAHABA RIVER WWTP	10.58	1900061212
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TARPS FOR AIR HANDLER UNIT AT HEADWORKS	ES: CAHABA RIVER WWTP	28.96	1900061213
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAUTION TAPE AND TIE'S FOR AIR HANDLER UNIT	ES: CAHABA RIVER WWTP	13.96	1900061214
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SMALL SAMPLE BOTTLES FOR THE LAB	ES: LEEDS WWTP	120.00	1900061426
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE TO MAIL CERTIFIED LETTERS	ES: INSTRUMENT SHOP	74.75	1900061418
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING,MAILBX,FUSES,FEDEX,WELDING GAS,PADLOC	ES: VALLEY CREEK WWTP	589.56	1900061344
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMERGENCY A/C REPAIR FOR ELECTRICAL DRIVES	ES: CAHABA RIVER WWTP	259.29	1900061444
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1" HEX NUTS,PVC FITTINGS,PULLING LUBE,HEX SCREWS,	ES: PACKAGE WWTP & PUMP STA	268.15	1900061237
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL;BATTERIES;WATER;	ES: FIVE MILE CREEK WWTP	66.16	1900061360
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	9.32	1900061443
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC REIMBURSEMENT-JUDGE ALAN KING	PER BD: ADMINISTRATION	10.00	1900061217
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HEAVY DUTY MAINTENANCE GLOVES	ES: CAHABA RIVER WWTP	21.58	1900061394
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC CEMENT FOR WATER LEAK	ES: CAHABA RIVER WWTP	6.43	1900061395
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLING, FITTINGS,VALVE, SEAL,TAP	ES: VILLAGE MAINT SHOP	428.74	1900061396
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BITS;GRINDER;FIBERGLASS;VALVE;COUPLING;MED;CAULK	ES: FIVE MILE MAINT SHOP	579.72	1900061424
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT OIL FOR TRUCK PER CENTRAL SHOP	ES: CAHABA RIVER WWTP	29.58	1900061445
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES,STOP LEAK,TRUCK WEIGH,MOUSE,FILTER,ELEMEN	ES: SHADES LINE MAINT	273.17	1900061281
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FAN,CAR CHRGR,STAMPS,KEY BOARDS,BOLT,WAX GASKT	ES: ADMIN LINE MAINT	227.97	1900061282
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VALVE;WAND;GLUE;	ES: VILLAGE ELECTRICAL SHOP	65.36	1900061420
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTERS, SEALANT, BLADES, BULBS	ES: TRUSSVILLE WWTP	48.40	1900061511
DISTRICT 5	1005595	UNCH INC	REFUND FOR OVERPAYMENT & FB N 3200-1565(L4)	FINANCE SEWER SERVICES	812.30	1900061516
DISTRICT 5	1029676	COLLIN SEWELL	REFUND FOR OVERPAYMENT & FB R 1-2152502(D)	FINANCE SEWER SERVICES	278.48	1900061517
DISTRICT 5	1029677	JAMES T MCREYNOLDS	REFUND FOR OVERPAYMENT & FB W0-57544(D)	FINANCE SEWER SERVICES	128.18	1900061515
DISTRICT 5	1029678	BECKY GLASSCOCK	REFUND FOR OVERPAYMENT & FB W0-47258(D)	FINANCE SEWER SERVICES	70.16	1900061514
DISTRICT 5	1029748	DAVID A BOYANTON	DAVID BOYANTON INSURANCE REFUND	HUMAN RESOURCES ADMIN	238.07	1900061240
DISTRICT 5	1029807	KECIA HATCHER	KECIA HATCHER REFUND DIFFERENCE IN DENTAL	HUMAN RESOURCES ADMIN	173.01	1900061522
DISTRICT 5	1029835	CHRISTOPHER A. THOMPSON	CHRISTOPHER A THOMPSON REFUND OF BENEFITS	HUMAN RESOURCES ADMIN	65.10	1900061612
DISTRICT 5	1029871	ROBERT HOLT	REFUND FOR OVERPAYMENT & FB W0-109370(D)	FINANCE SEWER SERVICES	60.86	1900061622
DISTRICT 5	1029872	STEEL CITY SERVICE EXPERTS	REFUND FOR OVERPAYMENT & MISRD MTR 12-3760(C)	FINANCE SEWER SERVICES	751.59	1900061621
*DISTRICT 5					5,748.68	
**					75,516.15	

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

Jul-31-2012-556

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 L-PON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 06/26/12 - 07/02/12

RECOMMENDED FOR:

- EMERGENCY MANAGEMENT AGENCY (EMA) FROM ADVANCED MOWER INCORPORATED, BESSEMER, AL, TO PURCHASE FOUR (4) GENERATORS. SAP PURCHASE ORDER # 2000065830 \$7,404.00 TOTAL
- INFORMATION SERVICES ADMINISTRATION, ALLCOM WIRELESS INCORPORATED, BIRMINGHAM, AL, FOR

- REMOVAL, PURCHASE AND INSTALLATION OF EQUIPMENT ON BROADCAST TOWER.
SAP PURCHASE ORDER # 2000065834 \$20,942.00 TOTAL STATE OF ALABAMA CONTRACT #T-300
3. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAILERS BY DALE SALE INCORPORATED, MOODY, AL, TO PURCHASE ONE (1) BETTER-BUILT OPEN FLAT BED TRAILER TO INCLUDE FREIGHT.
SAP PURCHASE ORDER # 2000065832 \$10,803.36 TOTAL
 4. ENVIRONMENTAL SERVICES VILLAGE CREEK ELECTRICAL SHOP FROM B & D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO AN EXISTING PURCHASE ORDER FOR ELECTRIC MOTOR REPAIR ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.SAP PURCHASE ORDER # 2000058758
CHANGE ORDER \$23,600.00 REFERENCE BID # 185-09 PURCHASE ORDER \$98,600.00 TOTAL
 5. ENVIRONMENTAL SERVICES - VILLAGE CREEK WWTP FROM FLEXIM AMERICAS CORPORATION, EDGEWOOD, NY, TO PURCHASE EIGHT (8) CLAMP ON TRANSDUCERS AND EIGHT (8) STAP KITS. CONTRACT PERIOD: 7/1/12 - 6/30/13.
SAP PURCHASE ORDER # 2000065906 \$31,814.64 TOTAL REFERENCE BID # 115-12
 6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NOVA-TEC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059370 CHANGE ORDER \$ 4,800.00
PURCHASE ORDER \$10,300.00 TOTAL
 7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM LKQ CORPORATION, TRAFFORD, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059380 CHANGE ORDER \$2,000.00
PURCHASE ORDER \$6,000.00 TOTAL
 8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KURTS TRUCK PARTS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059378 CHANGE ORDER \$4,000.00
PURCHASE ORDER \$9,000.00 TOTAL
 9. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOFFS RADIATOR AND ELECTRIC COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059462
CHANGE ORDER \$1,000.00 PURCHASE ORDER \$3,000.00 TOTAL
 10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM BENCHMARK CHRYSLER JEEP, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059461 CHANGE ORDER \$2,000.00
PURCHASE ORDER \$4,500.00 TOTAL
 11. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM BENCHMARK CHRYSLER JEEP, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059379 CHANGE ORDER \$2,000.00
PURCHASE ORDER \$6,200.00 TOTAL
 12. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTERS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059463 CHANGE ORDER \$32,000.00
PURCHASE ORDER \$67,000.00 TOTAL
 13. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM FLEET PRIDE, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059447 CHANGE ORDER \$ 7,000.00
PURCHASE ORDER \$11,000.00 TOTAL
 14. BOARD OF EQUALIZATION FROM NEW EGG, CITY OF INDUSTRY, CA, TO PURCHASE BAR CODE SCANNERS.
SAP PURCHASE ORDER # 2000065938 \$9,178.80 TOTAL
 15. INFORMATION TECHNOLOGY FROM AT&T, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR METRO ETHERNET DATA COMMUNICATION. NEGOTIATING NEW CONTRACT.
SAP PURCHASE ORDER # 2000065343 CHANGE ORDER \$ 90,000.00 PURCHASE ORDER \$247,035.00 TOTAL
 16. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM WADE, SAND AND GRAVEL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GRAVEL AND STONE ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 -9/30/12. SAP PURCHASE ORDER # 2000058984

- CHANGE ORDER \$50,000.00 REFERENCE BID # 57-11 PURCHASE ORDER \$70,000.00 TOTAL
17. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM ERGON INCORPORATED, JACKSON, MS, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059199 CHANGE ORDER \$15,600.00 REFERENCE BID # 173-10 PURCHASE ORDER \$35,600.00 TOTAL
18. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PLANT MIX ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059275 CHANGE ORDER \$300,000.00 REFERENCE BID # 89-10 PURCHASE ORDER \$400,000.00 TOTAL
19. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GRAVEL AND STONE ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000058966 CHANGE ORDER \$50,000.00 REFERENCE BID # 57-11 PURCHASE ORDER \$84,400.00 TOTAL
20. ROADS AND TRANSPORTATION FROM SHERWIN WILLIAMS, BIRMINGHAM, AL, TO PURCHASE GRINDLAZER 390-GRACO PART #571013. SAP PURCHASE ORDER # 2000066019 \$6,258.00 TOTAL QUOTE # 946140
21. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LEICA BIOSYSTEMS RICHMOND INCORPORATED, RICHMOND, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR MICROBIOLOGY SUPPLIES. CONTRACT PERIOD: 12/06/11 - 09/30/12. SAP PURCHASE ORDER # 2000059990 CHANGE ORDER \$4,500.00 REFERENCE BID # 34-12 PURCHASE ORDER \$10,300.00 TOTAL
22. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR MICROBIOLOGY SUPPLIES. CONTRACT PERIOD: 12/06/11 - 9/30/12. SAP PURCHASE ORDER # 2000060432 CHANGE ORDER \$2,000.00 REFERENCE BID # 34-12 PURCHASE ORDER \$10,000.00 TOTAL
23. COMMUNITY DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR ALL LEGAL AND DISPLAY ADVERTISING SERVICES-FOR FISCAL YEAR 2012 PURCHASES. SAP PURCHASE ORDER # 2000060451 CHANGE ORDER \$2,000.00 PURCHASE ORDER \$9,400.00 TOTAL
24. COMMUNITY DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR ALL LEGAL AND DISPLAY ADVERTISING SERVICES-FOR FISCAL YEAR 2012 PURCHASES. SAP PURCHASE ORDER # 2000060449 CHANGE ORDER \$5,000.00 PURCHASE ORDER \$18,100.00 TOTAL
25. ENVIRONMENTAL SERVICES ADMINISTRATION SHADES LINE MAINTENANCE FROM ADVANCED MOWER INCORPORATED, BESSEMER, AL, TO PURCHASE TWO (2) 3" TRASH PUMPS PART# HOE637070 AND TWO (2) 4" TRASH PUMPS PART# HOE637080. SAP PURCHASE ORDER # 2000065886 \$5,830.00 TOTAL
26. ENVIRONMENTAL SERVICES FROM P & H SUPPLY COMPANY INCORPORATED, WARRENTON, GA, TO AWARD CONTRACT FOR SEWER CLEANING NOZZLES. CONTRACT PERIOD: 7/11/12 - 7/12/13. REFERENCE BID # 124-12 ESTIMATE \$58,161.60 TOTAL
27. GENERAL SERVICES BULK STORES WAREHOUSE MEDCO ROAD FROM SPRINGER EQUIPMENT, BIRMINGHAM, AL, TO PURCHASE ONE (1) HYUNDAI 3K CAPACITY FORKLIFT. SAP PURCHASE ORDER # 2000066051 \$25,534.00 TOTAL REFERENCE BID # 138-12

For Week of 07/03/12 - 07/09/12

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTO REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059377 CHANGE ORDER \$600.00 PURCHASE ORDER \$5,600.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM QUALITY PLUS MEDICAL, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY ANTICIPATED PURCHASES FOR JULY, AUGUST AND SEPTEMBER 2012. SAP PURCHASE ORDER # 2000058875 CHANGE ORDER \$26,900.00 REFERENCE BID # 216-09 PURCHASE ORDER \$64,300.00 TOTAL
3. ENVIRONMENTAL SERVICES PACKAGE WWTP AND PUMP STATIONS FROM GENERAL MACHINERY, BIRMINGHAM,

AL, TO PURCHASE BEARINGS AND OTHER ACCESSORIES FOR USE AT SCOTTS BRANCH.

SAP PURCHASE ORDER # 2000065888 \$5,472.76 TOTAL

4. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE TROJAN UV PRESSURE SWITCHES. SAP PURCHASE ORDER # 2000065935 \$7,130.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BIO-RAD, LOS ANGELES, CA, TO AWARD CONTRACT FOR QUALITY CONTROLS PURCHASES ON AN AS NEEDED BASIS BY USER DEPARTMENT. CONTRACT PERIOD: 10/01/12 - 9/30/13. REFERENCE BID # 125-12 ESTIMATE \$18,000.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL (STORES) FROM BOUND TREE. DUBLIN, OH, TO AWARD CONTRACT FOR INTROCAN PURCHASES ON AN AS NEEDED BASIS BY USER DEPARTMENT. CONTRACT PERIOD: 10/1/12 - 9/30/12. REFERENCE BID # 126-12 ESTIMATE \$100,000.00 TOTAL

For Week of 07/10/12 - 07/16/12

RECOMMENDED FOR:

1. ENVIRONMENTAL SERVICES TURKEY CREEK WWTP FROM PULSAR PROCESS MEASUREMENT INCORPORATED, NICEVILLE, FL, TO PURCHASE PULSAR METERS AND TRANSDUCERS. SAP PURCHASE ORDER # 2000065932 \$6,480.00 TOTAL
2. INFORMATION TECHNOLOGY FROM STRATEGIC ALLIED TECHNOLOGIES INCORPORATED, HOOVER, AL, FOR INFOBLOX TRINZIC 1410 AND 820 MAINTENANCE. SAP PURCHASE ORDER # 2000066206 \$10,200.00 TOTAL STATE OF ALABAMA CONTRACT # T600
3. INFORMATION TECHNOLOGY FROM STRATEGIC ALLIED TECHNOLOGIES INCORPORATED, HOOVER, AL, FOR INFOBLOX TRINZIC 1410 AND 820 NETWORK SERVICES HARDWARE. SAP PURCHASE ORDER # 2000065628 \$50,231.40 TOTAL STATE OF ALABAMA CONTRACT # T600
4. GENERAL SERVICES ADMINISTRATION FROM PARTNERS ELEVATOR SERVICE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 11/01/11 - 10/31/12. SAP PURCHASE ORDER # 2000059411 CHANGE ORDER \$ 7,582.00 REFERENCE BID # 138-10 PURCHASE ORDER \$49,283.00 TOTAL
5. ENVIRONMENTAL SERVICES PACKAGE AND PUMP STATIONS FROM GENERAL MACHINERY, BIRMINGHAM, AL, TO PURCHASE BLOWER PARTS. SAP PURCHASE ORDER # 2000065888 \$5,472.76 TOTAL
6. ENVIRONMENTAL SERVICES PACKAGE AND PUMP STATIONS FROM TRANE COMPANY, BIRMINGHAM, AL, TO PURCHASE TWO (2) TEN (10)-TON SPLIT AC UNITS AT \$6,971 EACH. SAP PURCHASE ORDER # 2000066256 \$13,582.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL (STORES) FROM LABORATORY SUPPLY COMPANY D/B/A LABSCO, DALLAS, TX, CONTRACT RENEWAL TO PURCHASE LABORATORY SUPPLIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 116-11 CONTRACT RENEWAL
8. COOPER GREEN MERCY HOSPITAL (STORES) FROM PORT CITY MEDICAL LLC, MOBILE, AL, CONTRACT RENEWAL TO PURCHASE HYPODERMIC NEEDLES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 163-11 CONTRACT RENEWAL
9. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM HOME DEPOT, BIRMINGHAM, AL, TO PURCHASE ASSORTED LUMBER. SAP PURCHASE ORDER # 2000066268 \$13,569.00 TOTAL U.S. COMMUNITIES CONTRACT # 11019
10. ENVIRONMENTAL SERVICES FROM HUNTSVILLE TIMES, HUNTSVILLE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PROJECT ADVERTISEMENT. SAP PURCHASE ORDER # 2000058548 CHANGE ORDER \$1,700.00 PURCHASE ORDER \$9,126.00 TOTAL
11. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. ALREADY APPROVED ON COMMISSION AGENDA; DATED 3/13/12. SAP PURCHASE ORDER # 2000059515 CHANGE ORDER \$100,000.00 REFERENCE BID # 89-10 PURCHASE ORDER \$200,000.00 TOTAL
12. ENVIRONMENTAL SERVICES VILLAGE MAINTENANCE SHOP FROM J. H. WRIGHT AND ASSOCIATES, DAPHNE, AL, INVENTORY FOR VARIOUS PUMP PARTS FOR LOBE BRAND PUMPS. SAP PURCHASE ORDER # 2000066223 \$32,955.00 TOTAL REFERENCE BID # 135-12 (ONE TIME PURCHASE BID)
13. INFORMATION TECHNOLOGY FROM STRATEGIC ALLIED TECHNOLOGIES . INCORPORATED, HOOVER, AL, TO PURCHASE BLUECOAT SOFTWARE AND HARDWARE SUPPORT. SAP PURCHASE ORDER # 2000066280

\$34,418.73 TOTAL

14. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE -ORDER FOR AUTOMOTIVE PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000059362 CHANGE ORDER \$ 4,500.00
PURCHASE ORDER \$19,500.00 TOTAL
15. ENVIRONMENTAL SERVICES VILLAGE MAINTENANCE SHOP FROM FLUID ENGINEERING, BIRMINGHAM, AL, TO PURCHASE ONE (1) FYBROC BARE PUMP, ONE (1) IMPELLER, ONE (1) SHAFT SLEEVE AND ONE (1) MECHANICAL SEAL. SAP PURCHASE ORDER # 2000066319 \$9,011.00 TOTAL
16. GENERAL SERVICES - ADMINISTRATION FROM THOMPSON POWER SYSTEMS, BIRMINGHAM, AL, TO PURCHASE ONE (1) MONTH GENERATOR RENTAL. SAP PURCHASE ORDER # 2000066325 \$10,082.00 TOTAL
17. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM ALABAMA CONSTRUCTION SUPPLY, BIRMINGHAM, AL, TO PURCHASE TRAFFIC BARRICADES, TRAFFIC CONES AND BARRICADE LIGHTS.
SAP PURCHASE ORDER # 2000066355 \$8,166.00 TOTAL
18. EMERGENCY MANAGEMENT AGENCY (EMA) FROM SUNBELT RENTALS, ATLANTA, GA, TO AWARD BID FOR GENERATOR WITH TRAILER - ONE TIME PURCHASE. SAP PURCHASE ORDER # 2000066352
\$28,198.69 TOTAL REFERENCE BID # 143-12R

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

Jul-31-2012-557

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

For Week of 06/26/12 - 07/02/12

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM AMERICAN RED CROSS, CHARLOTTE, NC, TO PAY PAST AND FUTURE INVOICES FOR BLOOD AND BLOOD PRODUCTS. HOSPITAL GENERATED CONTRACT IN PROCESS.
SAP PURCHASE ORDER # 2000059982 \$50,000.00 TOTAL

For Week of 07/03/12 - 07/09/12

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR LEASING EQUIPMENT RENTAL, REAGENTS AND CONTROLS AS REFERENCED ON PREVIOUS BID 109-05 UNTIL THE NEW EQUIPMENT (BID 204-10) IS BROUGHT ONLINE. SAP PURCHASE ORDER # 2000065239
\$7,344.00 TOTAL

For Week of 07/10/12 - 07/16/12

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAILER BY DALE, BIRMINGHAM, AL, TO PURCHASE A FLAT BED UTILITY TRAILER. ITEM IS BEING PURCHASED WITH GRANT MONEY THAT EXPIRES 7/31/12.
SAP PURCHASE ORDER # 2000066281 \$8,975.72 TOTAL
2. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM USA MOBILITY WIRELESS INCORPORATED, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PAGERS.
SAP PURCHASE ORDER # 2000058867 CHANGE ORDER \$3,400.00 PURCHASE ORDER \$9,800.00 TOTAL

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

Jul-31-2012-558

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 6/26/12 - 7/2/12, 7/3/12 - 7/9/12, 7/10/12 - 7/16/12 and 5/3/12 - 5/9/12 (P.O. # 20000064840 - Ambit Solutions, LLC - \$68,980), be and hereby is approved.

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

Stephens, Brown, Bowman, Carrington and Knight.

Jul-31-2012-559

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following intergovernmental agreement between Jefferson County, Alabama and Jefferson County 911 Emergency Communications District as a participant in the Jefferson County Regional Purchasing Cooperative.

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE JEFFERSON COUNTY REGIONAL PURCHASING COOPERATIVE

This Agreement made this 17th day of July, 2012, between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and adjoining counties, of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-1621.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Jefferson County Regional Purchasing Cooperative, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the County shall seek input from the other participants to insure that said specifications meet the broadest range of needs, Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the state of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open the bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder. If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow

members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama 541-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of this personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to the determination of the above mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and adjoining counties, of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

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

Jefferson County 911 Emergency Communications District, Inc.
Jon A. Lord, Chairman

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 2 participants

Jane Mardis	(State funds)	\$539.70
Mike Callahan		\$539.70
Alabama Assn. of Assessing Officials Pre-Conference Class Orange Beach, AL – August 14-17, 2012		

Roads & Transportation - 2 participants

Tracy Pate		\$125.00
Ken Boozer		\$125.00
CEU for State of Alabama job licensing Professional Engineer requirement Pelham, AL – July 26, 2012		

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above Staff Development be approved.

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

Individual Staff Development

County Commission

Sandra Little Brown		\$1,138.84
Assn. of County Commissioners of Alabama Annual Convention Orange Beach, AL – August 21-24, 2012		

James Stephens		\$185.00
Assn. of County Commissioners Annual Convention Orange Beach, AL – August 21-24, 2012		

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

Probate Court

Cynthia Butler		\$721.27
Alabama Probate Judges Summer Conference Gulf Shores, AL – August 6-8, 2012		

Revenue

Bruce Thompson		\$2,060.50
Tax Audit Austin & Houston, TX – August 25 - September 1, 2012		

Bruce Thompson		\$1,713.50
Tax Audit LaCrosse, WI – August 18-24, 2012		

Roads & Transportation - dedicated funding source

Alan Dodd		\$1,169.00
Communication in Real Estate Acquisition International Right of Way Assn. Course Possession of SR/WA (Sr. Member IRWA) Professional Cert. Job Requirement Atlanta, GA – August 26-29, 2012		

Denise Shelton		\$415.00
United States Land Titles International Right of Way Assn. Online Course CEU		

Wayne Sullivan		\$1,044.03
Assn. of county Commissioners 84 th Annual Conference CEU for State of Alabama job licensing Professional Engineer requirement Orange Beach, AL – August 19-24, 2012		

Natalie Kornegay		\$138.56
Management Leadership Development for Technical Professionals CEU for State of Alabama job licensing Professional Engineer requirement Auburn University Pelham, AL – June 13, 2012		

Cooper Green Mercy Hospital

Sarah Square \$2,121.00
Infusion Nurses Society - Re-certification - Certified Nurse Infusionist
Las Vegas, NV – April 27 - May 4, 2012

For Information Only

Personnel Board - 2 participants
Pete Blank \$99.00
Ayla Russell \$50.00
American Society for Training & Development Workshop
Birmingham, AL – September 24, 2012

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

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

Cooper Green Mercy Hospital
Sarah Square \$2,121.00
Infusion Nurses Society - Re-certification - Certified Nurse Infusionist
Las Vegas, NV – April 27 - May 4, 2012

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

BUDGET TRANSACTION

1. Environmental Services \$37,773

Add purchasing memorandum to replace the following items: 1 HVAC 15 ton unit, 1 HVAC 20 ton unit, 1 split system air conditioning 7.5 ton unit and 2 split system air conditioning 10 ton unit.

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

Jul-31-2012-560

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. III to the agreement between Jefferson County, Alabama and Environmental Services Research Institute, Inc. to provide annual maintenance and support for ARC/GIS and ARC/INFO technology software for FY2011-2012 in the amount of \$188,409.20.

CONTRACT NO.: 00003902

Esri Contract No. 2010-1183

Contract Amendment No. III

This Amendment to Contract entered into the 21 st day of May, 2012. between Jefferson Count. Alabamahereinafter referred to as "the County. and Environmental System Research Institute, Inc. hereinafter referred to as the "Contractor" to provide Software Maintenance and Support for ARC/GIS & ARC/INFO Technology Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's request for Bid No. 10-09. The original contract between the parties referenced above, was approved by the Commission on March 23, 2010; recorded in MB 159, Page 430-431.

Item 3. Amend Term of Contract: October 1, 2011 through September 30, 2012

The terms and conditions of ESRI Quote No.25510363, dated 1/20/12, is incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington. President

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Chris Johnson, Domestic Contracts

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

Jul-31-2012-561

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Dasher Technologies to provide Trend Micro Security software, license support and on-site training for Data Center servers and desktop computers for the period August 1, 2012 - July 31, 2015 in the amount of \$183,615.24.

CONTRACT NO. 00004050

Trend Micro Software, License and Support

THIS AGREEMENT entered into this 1st day of August, 2012, by and between Jefferson County Alabama, hereinafter called "the County ", and Dasher Technologies called "the Contractor". The effective date of this agreement shall be August 1, 2012.

WHEREAS. the Counts, desires to contract for software, license and support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said TrendMicro software, license and support to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for Bid No. 120-12 The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from Dasher Technologies 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 Services is listed in Appendix A (on file in the Minute Clerk's office).
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
The Contractor shall be available to render software, license and support to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on July 31, 2015.
4. COMPENSATION: The Contractor shall be compensated for software, license and support maintenance and support a sum not to exceed \$183,615.24.
5. PAYMENT TERMS:
Net 10
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required. or -,N-here disclosure is required by law or mandated by a court of law.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes. etc.
10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
16. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- (sic)16. 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.
17. 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.
18. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this

Agreement.

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

Jefferson County Commission

W.D. CARRINGTON, PRESIDENT

Dasher Technologies

_____, Authorized Representative

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

Jul-31-2012-562

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

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

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

This LICENSE is subject to the following conditions and provisions:

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

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

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

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

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

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

W. D. Carrington, President

Matthew Kohberger, GISP

Jefferson County Commission

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

Jul-31-2012-563

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement between Jefferson County, Alabama and Norfolk Southern Railway Company for lease of tower space at the Shaddock Road tower for a period of ten (10) years at a rate of \$1,000 per month the first year with a 3% increase annually for the period July 15, 2012 - July 14, 2022.

LICENSE AGREEMENT

This License Agreement (the "Lease") entered into as of this 15th day of July, 2012, between Jefferson County, Alabama, whose address is 716 Richard Arrington Blvd. North, Room A-700. Birmingham. Alabama. 35203, hereinafter referred to as Landlord, and Norfolk Southern Railway Company, whose address is, Director of Real Estate, Real Estate Department. 12th Floor, 1200 Peachtree Street, NE,

Atlanta, GA, 30309, hereinafter referred to as Tenant.

WITNESSETH:

Landlord hereby leases and demises to Tenant, and Tenant hereby rents from Landlord, the Leased Premises herein described upon the following terms and conditions:

- (1) Leased Premises. At or about N33 35 33.70 latitude, W86 54 13.35 longitude. The Leased Premises consist of floor space for one 19-inch equipment rack inside the existing approximately 30 ft. by 30 ft. Jefferson County equipment building, and tower space on Landlord's tower for one 900 MHz antenna at approximately the 180' level. one 220 MHz antenna at approximately the 150 level. one 161 MHz antenna at approximately the 100' level, and customary radio transmission lines, hanging hardware and grounding kits professionally installed on or near the tower (hereinafter. the "Equipment") at the Communications Site. Shaddock Road. Birmingham, Alabama, and being located substantially as depicted on a drawing described as Exhibit A (on file in the Minute Clerk's office), annexed hereto and made a part hereof.
- (2) Access. In addition to the foregoing. Landlord further grants to Tenant a non-exclusive license for pedestrian and vehicular ingress and egress to and from the Site over the designated access area to the Leased Premises as described in Exhibit A, on a 24 hour per day, 7 day per week basis. at any and all times for the purposes of installing, maintaining, operating. improving. replacing. repairing and removing the Equipment, together with a non-exclusive license to install. maintain. operate and repair utility lines, wires, cables, pipes, lines. or any other means of providing utility service, including, telephone and "backhaul" service. to the Leased Premises. Tenant's right of access shall be limited to authorized officers. employees. agents. contractors or subcontractors of Tenant, or persons under their direct supervision and to authorized officers, employees, agents, contractors or subcontractors of Tenant's affiliates. parents and subsidiaries
- (3) Term. The term of the Lease shall be for a period of ten (10) years commencing on the signed agreement date of this lease. At any time, Landlord may terminate this lease for any reason upon one hundred eighty (180) days prior written notice to Tenant. At any time, Tenant may terminate this lease for any reason upon sixty (60) days prior written notice to Landlord.
- (4) Rent. The monthly rental for the first year of the term shall be the sum of \$1000.00 which Tenant shall pay to Landlord at the address shown above, or other address so requested by the Landlord. payable annually in advance on or before the annual anniversary date of Lease. Any payment received more than ten (10) days after the first day of any rental period shall be assessed a late fee of \$50.00.

The amount of the base rental during, the term of the Lease (including renewals) shall be increased on an annual basis by three percent (3%) on the anniversary of the signed agreement date of this lease

Tenant shall have the option to renew this lease for two (2) additional terms of five (5) years each by giving written notice to Landlord at least sixty (60) days prior to the end of the lease term or current renewal term. The renewals shall be on the same terms and conditions applicable during the initial term.

- (5) Use. Tenant may occupy the premises for the purpose of maintaining and operating the 900 MHz, 161 MHz. and 220 MHz radio systems; and for any other related lawful purpose only with Landlord's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned. and shall. while occupying same. comply with all applicable laws. ordinances and regulations affecting same. Tenant's rights to use the Leased Space and the Site as contemplated under this Agreement shall also apply to Tenant's affiliates parents and subsidiaries.
- (6) Utilities. Landlord is responsible for all required utilities. at Landlord's expense. Landlord agrees to provide operating electrical power to the Tenant's equipment rack according to the same standards and reliability requirements afforded to their own equipment in the leased premises.
- (7) Taxes. Landlord shall pay all real estate taxes assessed against the land of the Leased Premises.
- (8) Maintenance. Tenant accepts the Leased Premises "AS IS." and Landlord makes no warranties, express or implied, with respect thereto. Landlord will keep and maintain the Leased Premises and all improvements located thereon, and all appurtenances thereto. in good repair and safe, sanitary, and environmentally acceptable condition, ordinary wear and tear excepted, and in a way that will comply with applicable law and regulation Governing the ownership and operation of the tower and the Site which are imposed on Landlord as a tower operator and lessee or owner of the Site (including all tower marking. lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission and the Federal Aviation Administration. Tenant will conform with and do all things necessary to comply with every valid applicable law, regulation, order and requirement of any governmental authority relating to Tenant's use of the Leased Premises. Tenant agrees to maintain the exterior grounds of the fenced area of said leased Jefferson County property at Forestdale, Alabama by mowing or cutting at least three times per year in order to keep the grounds and security fence reasonably free of high weeds and overgrowth in a manner deemed reasonably required by Tenant. Tenant agrees to keep the access road to the said equipment building in such condition as is deemed reasonably needed by Tenant for the passage of vehicles but in no event is Tenant to be expected to maintain the access road in a condition above the current condition. Tenant will not be responsible for the repair of acts of nature such as, but not limited to, erosion, felled trees, and damage due to severe weather. Neither will Tenant be responsible for the repair of acts of vandalism or acts of criminal activity. Tenant shall also have the right, but not the obligation, to provide for such snow removal as Tenant shall deem, in Tenant's sole discretion, is indicated.

- (9) Changes and Alterations. Tenant acknowledges that Landlord has leased, or may in the future lease, to other tenants portions of the tower that are being used for purposes similar to Tenant's use of the Leased Premises. Tenant covenants are not to interfere with any other tenants use of leased premises that exist on the effective date of this contract. Tenant will not be obligated to relocate, modify, or remove any of the ground or tower equipment previously detailed and accepted in this contract in order for Jefferson County to accommodate any future Tenants. Landlord agrees to require this provision in any future agreements for use of the tower of Landlord.
- (10) Condemnation. If the Leased Premises or any part thereof shall be condemned or taken for a public or quasi-public use, then, upon payment of any award or compensation arising from such condemnation or taking, there shall be such abatement in rent and other such adjustment as might be just and equitable under all the circumstances, regardless of any technical rule of law, but Tenant shall not, under any circumstances, be entitled to any portion of the condemnation award for the value of its tenancy, but Tenant shall be entitled separately to seek any relocation proceeds or reimbursements to which Tenant may be entitled to seek under such condemnation law.
- (11) Casualty. In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Tenant, Landlord shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Landlord fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Tenant's use of the Site as authorized under this Agreement, then Tenant may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any -reason whatsoever, Tenant's use of the Site is interrupted due to casualty: Tenant's sole remedy shall be abatement of the Basic Payment for the period during which Tenant's use of the Site is interrupted. In no event shall Landlord be liable to Tenant for damage to the Equipment or interruption or termination of Tenant's operations caused by force majeure events or acts of God. Tenant shall have the right to place a "cell on wheels" or "COW on the Site, at a location acceptable to Landlord, and use it, without charge, to maintain its operations at the Site until such time as Landlord.
- (12) Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Agreement, Tenant shall have the right, but not the obligation, upon giving the Landlord at least five (5) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred in performing such obligations of Landlord shall promptly be reimbursed by Landlord with interest at the highest rate allowed by applicable law.
- (13) Default. A breach of any of the covenants or conditions of this Lease continuing for more than thirty (30) days after written notice thereof from Landlord shall be deemed a default by Tenant under this Lease and lease may be terminated by Landlord at Landlord's option. In addition to all other remedies available at law or in equity, upon default by Tenant, Landlord may, at Landlord's option, terminate this Lease for default, in which event, Tenant shall remain liable for all Tenant's obligations under this Lease, and for such loss and damages as Landlord may sustain as a result of Tenant's breach of the Lease. A breach of any of tile covenants or conditions of this Lease continuing for more than thirty (30) days after written notice thereof from Tenant shall be deemed a default by Landlord under this Lease and lease maybe terminated by Tenant at Tenant's option.
- (14) Holdover. Should Tenant continue in possession after the end of the teen herein with permission of the Landlord, it is agreed that the tenancy thus created can be terminated by either party giving to the other party not less than one hundred eighty (180) days written notice to expire on the day of the month from which the tenancy commenced to run. During such holdover. rental shall be paid on a monthly basis and shall be equal to the last term's monthly rent plus ten (10%) percent.
- (15) Notices. Notices hereunder shall be given by mailing, by registered mail or certified mail or overnight carrier, given upon and on the date of mailing.
- (16) Assignment. Tenant has no right to assign or sublet any portion of the Leased Premises outlined in this Lease, except that Tenant shall have the right to assign or sublet this Lease or any portion thereof to any entity which is a parent, subsidiary, subsidiary of a parent or other affiliate of Tenant. or to any entity which acquires all or substantially of Tenant's assets in the area of the Leased Premises, as long as, written notice of the assignment to one of the above is provided to Landlord.
- (17) Expenses. In the event of any breach of any covenant, condition, or provision of this Lease by Tenant, Landlord may, after thirty (30) days" notice to Tenant, cure such breach for the account at the expense of Tenant. Tenant shall promptly reimburse Landlord for any expense, including reasonable attorney's fees. incurred as a result of any breach hereof by Tenant, or in enforcing any provision hereof. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Leased Premises by Tenant.
- (18) Indemnification. Tenant shall indemnify and hold harmless Landlord against all liability, losses, damages and expenses (including legal fees) incurred or suffered by Tenant as a result of any injury to property or person, including death, on the Leased Premises from any act or omission of Tenant or any of its agents, contractors, employees or invitees on or in the vicinity of the Leased Premises; save and except for all liability, losses, damages and expenses (including legal fees) caused as a result of the negligence or willful misconduct of Landlord or any of its agents, contractors, employees or invitees, and Landlord hereby agrees to be responsible and release Tenant from for all liability,

losses, damages and expenses (including legal fees) caused as a result of the negligence or willful misconduct of Landlord or any of its agents, contractors, employees or invitees.

(19) Miscellaneous. This lease shall be interpreted and enforced in accordance with the laws of the State of Alabama and shall be binding upon the parties, their successors and assigns. This Lease contains the complete agreement of the parties, and shall not be modified or amended except by written amendment hereto and shall supersede all prior agreements or leases. No waiver of any breach of covenant or condition herein shall be construed as a waiver of a covenant or condition itself or any subsequent breach thereof. The paragraph headings appearing in this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions hereof.

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

WITNESS the following signatures and seals.

Jefferson County, Alabama

W. D. Carrington, President - Jefferson County Commission

Norfolk Southern Railway Company

_____, Real Estate Manager

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

Jul-31-2012-564

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Sprint Solutions, Inc. to provide cellular and two-way communication services for FY2011-2012. Cost is allocated to individual departments based on actual usage.

CONTRACT NO. 00003107

CELLULAR AND TWO-WAY COMMUNICATION SERVICES CONTRACT

THIS CONTRACT (the "Contract" or "Agreement") entered into this 1st day of October, 2011 by and between Jefferson County, Alabama, hereinafter called "the County" or "the Customer", and, Sprint Solutions, Inc, as contracting agent for the affiliated Sprint and Nextel entities providing Products and Services hereinafter called "the Contractor" or "Sprint". The effective date of this Contract shall be October 1, 2011.

WHEREAS, the County desires to contract for Cellular and Two-Way Communication Services for Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract is a result of ITB No. 211-09. This Contract is to provide Cellular and Two-Way Communication Services for various locations throughout Jefferson County.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render Cellular and Two-Way Communication Services after the effective date of this Contract. This Contract will be effective October 1, 2011 and end September 30, 2012.
4. COMPENSATION: The Contractor shall be compensated for services authorized by Jefferson County Commission indicated by the rates and under the conditions specified in Attachment A, A-1, and A-2. (on file in the Minute Clerk's office)
5. ASSIGNMENT: Neither party may assign any rights or obligations under this Contract without prior written consent of the other party, except that Sprint may assign this Contract to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to Customer. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this Contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the Contract and/or legal ramifications, due to nonperformance.
6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this Contract is made and entered into in Jefferson County,

Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County, Alabama, Birmingham Division.

7. STATEMENT OF CONFIDENTIALITY: Neither party will disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will continue until 2 years after this Agreement expires or terminates. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Effective Date, that the Affiliate has signed (a) an Affiliate Enrollment Form or (b) a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to FOIA section of this Agreement); or (F) is disclosed with the prior written consent of the Discloser.

7.1 Injunction. The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its non-disclosure obligations under this Agreement will not raise the defense of any adequate remedy at law.

7.2 Customer Proprietary Network Information. As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.

7.3 Privacy. Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

7.4 FOIA. Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

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 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.

(sic) 11.1 11. TERMINATION OF CONTRACT: Sprint Right to Terminate.

7.4.1 Sprint may suspend or terminate Products or Services or this Contract immediately if: (1) Customer fails to cure its default of payment terms of this Contract; (2) Customer fails to cure any material breach of this Contract within 30 days after receiving Sprint's written notice of such breach; (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Contract.

7.4.2 If Sprint terminates this Contract under this "Sprint Right to Terminate" section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date.

11.2 Customer Right to Terminate.

A. Material Failure. Customer may terminate a Product or Service if Sprint materially fails to provide the Product or Service, Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Sprint fails to cure the material failure within the 30-day cure period, and Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by Customer or

a failure identified in the "Force Majeure" section.

B. Termination for Convenience. Customer may terminate this Contract during the Term by providing 30 days' written notice to Sprint. If Customer exercises its right to terminate for convenience, Customer must pay Sprint all fees and charges for Products and Services received up to the effective date of termination.

C. Termination for Non-appropriation. Customer may terminate this Contract at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Contract for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Sprint's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year

during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If Customer terminates the Contract in part or in whole under this non-appropriation provision, Customer will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.

12. LIABILITY: Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement (other than Service disruptions) is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, excluding Service disruptions, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the 6 months prior to the event giving rise to the claim. Customer's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision.

12.1 Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

12.2 Wireless Service Outages and Product Failures. Sprint's maximum liability for any loss or damage arising out of a wireless Service outage or wireless Product failure is limited to: (a) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (b) a refund of the net purchase price of affected wireless Products.

12.3 Unauthorized Access / Hacking. Sprint is not responsible for unauthorized third party access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.

12.4 Content. Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.

12.5 Sprint Disclaimers. Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in anyway from

12.5.1 Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers;

12.5.2 Interruption and unavailability of wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services;

12.5.3 Outages or wireless Service disruptions occurring as a result of a public safety emergency;

12.5.4 The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;

12.5.5 Customer's breach of the licensing requirements in the Software License section;

12.5.6 Customer's failure to comply with any provision of the Use of Products and Services section; or

12.5.7 Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

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

address as may be designated in writing by the parties:

Client: Jefferson County General Services
716 Richard Arrington Jr Blvd N
Room 1 Birmingham Courthouse
Birmingham, AL 35203

Copy to: Jefferson County Purchasing Division
Purchasing Coordinator
716 Richard Arrington Jr Blvd N
Suite 830
Birmingham, AL 35203

Sprint: Attn: Legal Dept. - Public Sector
12502 Sunrise Valley Drive
MS: VARESA0208
Reston, VA 20196
Fax: (703) 433-8798

14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by both parties. 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 by the parties.

15. BREACH AND DEFAULT: Any violation of this Agreement shall constitute a breach and default of this Agreement shall be cause for termination pursuant to Section 11 .

16. INSURANCE: The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

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

General Liability

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

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

17. PROTECTION DAMAGE: Bidder will be responsible for any damage to property of the County or others caused by him/her, any employee or sub-contractor, and will replace and make good such damage. The Bidder will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. The Bidder

will comply with all safety laws and regulations in effect in the locality.

18. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees; arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents. 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 Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

18.1 **Intellectual Property.** Sprint will indemnify and defend Customer, Customer's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party' trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement

For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option and expense, either;

(A) procure the right for Customer to continue using the Services; (B) replace or modify the Services with comparable Services; or (C) terminate the Services.

18.2 **Rights of Indemnified Party.** To be indemnified, Customer must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.

18.3 **Exclusive Remedy.** The provisions of this "Indemnification" Section states the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

19. **CONFLICT OF INTEREST:** The Contractor declares that, as of the date of this Contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this Contract or any contract with the Contractor for which compensation will be sought during the period of time this Contract is being performed, and, furthermore, the Contractor pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes directly or indirectly interested in the Contract or any contract the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares that, as of the date of this Contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Contractor nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this Contract with the Contractor for which compensation will be claimed during the period of time this Contract is being performed.

20. **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 anyway whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

21. **ORDERS AND CHARGES.**

21.1 Orders.

A. Rates. During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.

B. Issuance and Acceptance. Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.

C. Cancellation or Rejection. Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason, including Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.

D. Customer Purchase Orders. Customer purchase orders are binding only upon acceptance in writing by Sprint. The terms and conditions in any Customer issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

21.2 Fixed Rates and Percentage Discounts. The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates and discounts not fixed in the pricing Attachments will be based on the then-current list price at the time of purchase. If pricing in this Agreement is stated only as a percentage discount off a rate or price appearing in a referenced price list, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

21.3 Rate Adjustments. Sprint may impose on Customer additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Customer the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary.

21.4 Taxes.

A. Taxes Not Included. Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.

B. Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.

C. Tax Exemptions and Exclusions. Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

22. BILLING AND PAYMENT.

22.1 Invoicing.

A. Commencement of Invoicing. Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the date the Products or Services are installed or delivered and made available.

B. Delays. If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date.

C. Timing. In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.

22.2 Payment Terms. Sprint will invoice Customer, and Customer will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by applicable law. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by Sprint, including but not limited to reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.

22.3 Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

22.4 Repayment of Credits or Waived Charges. If, before the end of the Term, Sprint terminates an Order, a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement (unless due to Sprint's material breach), Customer will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Term at the time of termination.

23. WARRANTIES. EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

24. EQUIPMENT AND SOFTWARE.

24.1 Third Party Equipment or Software. Customer is responsible for any items not provided by Sprint (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where practical. At Customer's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

24.2 Products. Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

24.3 Software License.

A. Licensing Requirements. Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions of Sprint's software vendors are provided by Sprint or posted at www.sprint.com/ratesandconditions or otherwise provided to Customer through click or shrinkwrap agreements. Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. Prohibitions. Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer may not reverse engineer, decompile, modify, or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

25. Title to Equipment. Sprint or its suppliers retain title and property rights to Sprint provided equipment (excluding equipment sold to Customer under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

26. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

27. CUSTOMER RESPONSIBILITIES.

27.1 Installation. For Products or Services requiring on-site installations, Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products or Services. Customer is responsible for damage to Sprint-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Sprint.

27.2 Use of Products and Services

A. Acceptable Use Policy. If Customer purchases Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.

B. Abuse and Fraud. Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

C. Permits, Licenses and Consents. Customer will obtain, all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.

D. Resale Prohibited. Customer may not resell or lease wireless Products or Services.

28. DEFINITIONS.

28.1 "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purpose of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.

28.2 "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.

28.3 "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and knowhow; business information including operations, planning, marketing plans, and products.

28.4 "Discloser" means the party disclosing Confidential Information.

28.5 "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product specific Terms.

28.6 "Effective Date" is the date the last party signs this Agreement.

28.7 "Network" or "Networks" means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.

28.8 "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgment, or use, of Products or Services.

28.9 "Order Term" means the term designated for an individual Order.

28.10 "Preferred Pay Program" provides a discount to Sprint customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Sprint representative for further information, including eligibility requirements.

28.11 "Products" includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.

28.12 "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.

28.13 "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.

28.14 "Recipient" means the party receiving Confidential Information.

28.15 "Services" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.

29. MISCELLANEOUS

29.1 Compliance with Law. Each party will comply with all applicable laws in performance of its obligations under this Agreement.

29.2 No Waiver of Rights. The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.

29.3 Dispute Resolution. The County can agree to non-binding mediation in case there is a dispute that arises out of this Agreement.

29.4 Credit Approval. Sprint's provision of Products and Services is subject to Sprint credit approval. If a governmental entity's financial circumstances or payment history becomes reasonably unacceptable to Sprint during the Term, Sprint may require adequate assurance of future payment as a condition of continuing Service. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

29.5 Severability. If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

29.6 URLs and Successor URLs. References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.

29.7 Survivability. The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, non-appropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

29.8 Entire Agreement. This Agreement, including all referenced Attachments, documents, annexes, or exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Michael Clirmonte

Contract Negotiations Manager

Sprint Solutions, Inc.

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

Jul-31-2012-565

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Mike Hale as Sheriff of Jefferson County, Alabama.

Agreement with Hope Animal Clinic to provide veterinary services for the dogs assigned to the K-9 Unit for FY2011 - 2012 and FY2012 - 2013 in the amount of \$6,000 annually.

AMENDMENT AND EXTENSION TO THE AGREEMENT FOR VETERINARY SERVICES

Hope Animal Clinic and Sheriff Mike Hale of Jefferson County, Alabama have previously entered into an Agreement for Veterinary Services dated February 17, 2009 (the "Agreement"), a copy of which is attached hereto (on file in the Minute Clerk's office) and the terms and conditions of which are incorporated herein by reference. The parties have previously agreed to extend the term of the Agreement from October 1, 2009 until September 30, 2010 and thereafter agreed to further extend the term of the Agreement from October 1, 2010 through September 30, 2011. The parties now hereby amend the Agreement as follows, with said amendment to be effective as of October 1, 2011:

1. The term of this Agreement shall begin on October 1, 2008 and shall remain in full force and effect until September 30, 2009. It may be extended for four (4) additional one year terms, by agreement of the parties. However, never, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

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

Pursuant to the Agreement as herein amended, the parties agree to extend the term of the Agreement by an additional one (1) one-year term. This extended term of the Agreement shall begin on October 1, 2011 and shall remain in full force and effect until September 30, 2012, with the parties to retain all termination rights as set forth in the Agreement.

Effective September 1, 2012, and pursuant to the Agreement as herein amended, the parties agree to extend the term of the Agreement by an additional one (1) one-year term. This extended term of the Agreement shall begin on October 1, 2012 and shall remain in full force and effect until September 30, 2013, with the parties to retain all termination rights as set forth in the Agreement.

IN WITNESS THEREOF, the parties to this Amendment and Extension to the Agreement for Veterinary Services have caused the same to be executed by their duly authorized representatives.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

HOPE ANIMAL CLINIC

Dr. David T. Fuller

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

Stephens, Brown, Bowman, Carrington and Knight.

Jul-31-2012-566

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for The University of Alabama School of Medicine to provide oral health services to patients of St. George Clinic for FY2011-2012- in the amount of \$129,500.

AMENDMENT TO CONTRACT AND CONTRACT EXTENSION

This is an Amendment to the Contract by and between JEFFERSON COUNTY COMMISSION d/b/a COOPER GREEN MERCY HOSPITAL, hereinafter called "the County," and The Board of Trustees of the University of Alabama for The University of Alabama School of Medicine, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WITNESSETH:

WHEREAS, 'the County desires to amend and extend the contract; and

WHEREAS, the Contractor wishes to amend and extend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 28, 2010 in Minute Book 160, Page 452, is hereby amended and as follows:

Item3. Amend the Terms of Agreement and Authorization to Perform Work paragraph as follows:

- Rate of pay shall be amended to increase maximum contract amount from \$119,500.00 to \$129,500.00.
- Extend the effective date of this contract from October 1, 2011 to September 30, 2012.

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

JEFFERSON COUNTY COMMISSION

W. David Carrington. President

The Board of Trustees of the University of Alabama for The University of Alabama School of Medicine

Halan M. Sands, JD, MBA

Vice Provost for Administration and Quality Improvement

COOPER GREEN MERCY HOSPITAL

Sandra Hullett; MD. CEO, MEDICAL DIRECTOR

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

Jul-31-2012-567

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Innovation Associates to provide annual maintenance/support for PharAssist Robic for FY2011-2012 in the amount of \$16,420.50.

CONTRACT NO.: CON-03369

Contract Amendment No. 1

This Amendment to Contract entered into the 15th day of November, 2011, between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital hereinafter referred to as "the County", and INNOVATION ASSOCIATES, hereinafter referred to as "the Contractor" to provide maintenance to PharmAssist Robotic.

WITNESSETH:

WHEREAS the County desires to amend the Contract. and

WHEREAS. the Contractor wishes to amend the Contract.

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

The Contract between the parties referenced above. which eras approved by the Commission on December 14, 2010 and recorded in Minute Book 161: Page(s) 55-57 is hereby amended as follows:

Item 3.1 Amend Term of Contract: 10/01/11 - 09/30/12

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

COOPER GREEN MERCY HOSPITAL

JEFFERSON COUNTY, ALABAMA

Dr, Sandra Hullett. MD

W. D. Carrington, President

CEO/Medical Director

CONTRACTOR

Mary Reno, CEO

Innovation Associates, Inc.

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

Jul-31-2012-568

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and The Board of Trustees for The University of Alabama at Birmingham to provide Immunology and Rheumatology services for FY2011-2012 in the amount of \$54,184.

CONTRACT AMENDMENT

This contract amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and UAB BOARD of TRUSTEES - IMMUNOLOGY AND RHEUMATOLOGY CLINIC, hereinafter referred to as the "Contractor," is hereby effective on October 1, 2011 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties entered on the 1st day of October, 2010, which was approved by the Jefferson County Commission on May 24, 2011, and recorded in Minute Book 161; Page(s) 531-535, is hereby amended as follows:

Section 2: Extend the completion date of this contract from October 1, 2011 to September 30, 2012.

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

Jefferson County Commission

W. D. Carrington. President

The Board of Trustees for The University of Alabama at Birmingham

Patricia Raczynski, Associate Vice President for Financial Affairs

Cooper Green Mercy Hospital

Sandra Hullett. MD CEO/Medical Director

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

Jul-31-2012-569

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and SACS, Incorporated to provide a qualified Electroencephographic Technologist for the period February 1, 2012 - January 31, 2013 in the amount of \$15,000.

CONTRACT AMENDMENT

This contract amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and SACS, INCORPORATED hereinafter referred to as the "Contractor," is hereby effective on February 1, 2012 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties entered on the 1st day of January, 2010. which was approved by the Jefferson County Commission on March 23, 2010, and recorded in Minute Book 159; Page(s) 424-426, is hereby amended as follows:

The Contract was amended on February 1, 2011; and approved by the Jefferson County Commission on January 25, 2011, and recorded in Minute Book 161; Page(s) 196, is hereby amended as follows:

Item 3: Extend the completion dated of this contract from February 1, 2012 to January 31, 2013.

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

Jefferson County Commission
W. D. Carrington
President
SACS, Incorporated
Seabe Staton, Jr.

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

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

Jul-31-2012-570

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and The Outsource Group to provide Medicaid eligibility and verification services for clinic patients for the period January 1, 2012 - December 31, 2012 at a rate of 9% of charges, estimated to be \$250,000.

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

Jul-31-2012-571

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement and addendum between Jefferson County, Alabama and Penlon, Inc. to provide service and preventative maintenance for anesthesia equipment beginning upon approval and ending September 30, 2012 in the amount of \$11,187.45 annually.

PERIODIC MANUFACTURER'S SERVICE AGREEMENT FOR ANESTHESIA EQUIPMENT
BASIC SERVICE CONTRACT

BETWEEN: Cooper Green -Nlerv Hospital; 1515 6th Avenue South; Birmingham, AL 35233
AND Penlon, Inc.: 11515 K-Tel Drive; Minnetonka, MN 55343

Periodic Manufacturers' Certification (PMC): PMC will be performed two (2) times per year at the rates set forth on the following page(s). An authorized service representative for Penlon, Inc. will notify you prior to each periodic visit. You will undertake to ensure that the equipment will be available for servicing by a Penlon, Inc. Representative at the time set forth, and, if not so available. you agree to compensate us for the necessary waiting time. The PMC Inspections will include: Testing. Adjusting, Leak Testing. and Lubricating the Equipment in accordance with the Manufacturer's specifications and procedures. Replacement parts, if required will be provided at the prevailing standard prices. In the event modifications are necessary or requested, a Penlon, Inc. Representative will advise you as to the appropriate arrangements for completing this work.

Emergency Service Calls: In addition to the above service. Penlon, Inc. agrees to provide emergency service to the Equipment, as requested. for which you will be charged Penlon, Inc. 's standard service call rates. Travel expenses will be charged where applicable and noted on the reverse side. Such charges will not be applicable for service visits covered by any New Equipment Warranty on any Equipment sold by Penlon, Inc.

Equipment: Penlon, Inc. cannot be responsible in any way for service to accessories or parts not purchased from Penlon, Inc. or for

the installation thereof by other than Penlon, Inc. Service Representatives. Penlon, Inc. 's responsibility with respect to PMC does not extend to the repair of damages or conditions arising from your negligent maintenance or operation of the equipment, or alterations of such equipment. although Penlon, Inc. will provide service thereof in accordance with Penlon, Inc.'s standard service call rates.

Records: For your information and protection regarding Inspections, Testing, Adjustments, Repairs and Condition of the equipment, a copy of all generated documentation will be available to the Hospital, with another copy kept in the Service File.

Terms: Equipment additions or deletions to this Contract shall require a 90-day written notification. Added equipment will be billed at the then current pricing less applicable discounts. Deleted equipment will be credited the amount charged (if any) for that piece of equipment. less the applicable discounts, and amortized for the current twelve (12) month period. Cancellation of agreement before the term expires will result in forfeiture of any discounts and the facility will be billed accordingly (if applicable).

Payment terms are Net 20 Days from date of invoice. An invoice shall be issued upon completion of each service. after receiving the Accepted Contract and a purchase order.

The Term of this contract is: September 15, 2011 to September 14, 2014 or 2016 (Please indicate your choice)

Customer Acceptance

Sandra Hullett, MD

CEO/Medical Director

Customer

W. D. Carrington, President - Jefferson County Commission

Karen Brown, National Service Administrator

PRICING SCHEDULE (on file in the Minute Clerk's office)

Addendum

1. This contract is entered into by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital and Penlon Inc.
2. Terms of Agreement: The term of this Agreement shall begin on the date the contract is signed by the Jefferson County Commission President. The contract term ends Sept 30, 2012 and may be renewed at the County's option for two additional years.

3. Governing Law

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

4. Termination for Convenience

Upon Thirty (30) days written notice to 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 acceptable work executed in accordance with the Agreement prior to the effect 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.

5. Assumption of Risk, Hold Harmless Indemnification.

Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital. Each Party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, partners, officers or agents.

6. NON-ASSIGNMENT. Vendor may not assign the services furnished under this Agreement to any third party without the prior written permission of CGH.

Penlon, Inc.

Cooper Green Mercy Hospital

Jefferson County Commission

Karen Brown, National Svs Administrator

Sandra Hullett, M.D.- CEO/Medical Director

W. D Carrington, Commission President

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment One to the agreement between Jefferson County, Alabama and Amsol, LLC to provide anesthesiology services in the amount of \$520,000.

AMENDMENT ONE TO THE ANESTHESIA SERVICES AGREEMENT

This Amendment One to the Anesthesia Services Agreement ("Amendment One") is made and entered into by and between Jefferson County Commission, Alabama d/b/a Cooper Green-Mercy Hospital, located in the City of Birmingham, Alabama ("Hospital"), and AmSol, LLC, a North Carolina limited liability company ("Contractor").

WHEREAS, the Parties entered into an Anesthesia Services Agreement ("Agreement") approved by the Jefferson County Commission on February 14, 2012, with an Effective Date of September 30, 2011:

WHEREAS, the Parties entered into an Anesthesia Services Agreement ("Agreement") approved by the Jefferson County Commission on February 14, 2012, with an Effective Date of September 30, 2011:

WHEREAS, the Parties wish to amend the Agreement, effective July 13, 2012 ("Amendment One Effective Date"):

NOW THEREFORE the Parties wish to amend the Agreement as follows:

I. Section 3.1.1 is deleted and replaced with the following:

31.1 Initial and Subsequent Subsidy Payments. Prior to commencement of services pursuant to this Agreement, Hospital shall pay Contractor Two Hundred Ten Thousand Dollars (\$210,000) (the "Subsidy") for the first month of the Term. Subsequent Subsidy payments will be of equal amount (\$210,000) through June 30, 2012. The Subsidy for July 2012 is \$200,000 and the Subsidy for each month thereafter, beginning August, 2012 is \$160,000 per month and will remain until such time as further revision is warranted.

II. Addendum 2A is added for services rendered on and after July 13, 2012 and is stated as follows:

Chart on file in Minute Clerk's office

III. All other provisions of the Agreement remain in full force and effect.

This Amendment One shall be effective upon the Amendment One Effective Date stated above and once fully executed and approved. Signifying their understanding, and acceptance of this Amendment One's revisions, the Parties have signed as below:

HOSPITAL:

Cooper Green Mercy Hospital

Sandra Hullett, MD

CEO/Medical Director

AmSol, LLC

A. Dale Hilliard, CPA

Senior Vice President/CFO & a Member of AmSol, LLC

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

Jul-31-2012-573

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Medical Information Technology, Inc., (Meditech), approved at M.B. 76; PG:362 on August 19, 1986, and any subsequent supporting contracts is hereby terminated for convenience of the County effective sixty (60) days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall immediately notify Meditech, Inc. of this action.

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

Jul-31-2012-574

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Mobilex - USA to provide mobile x-ray, EKG and digital imaging services to residents at Jefferson Rehabilitation & Health Center for the period October 1, 2011 - September 30, 2012 in the amount of \$16,000 annually.

AMENDMENT TO CONTRACT

This Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County", and Mobilex-USA, hereinafter called "the Contractor" to provide Mobile X-Ray, EKG and Digital Imaging Services for the JRHC shall become effective the 1st day of October, 2011.

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on May 11, 2010 and recorded in Minute Book 159, Page(s) 568-570, is hereby amended as follows:

Item 3. Amend the Terms of Agreement Work paragraph as follows: This contract will be effective October 1, 2011 through September 30, 2012.

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

Jefferson County, Alabama
David Carrington, President
Jefferson County Commission

CONTRACTOR:

David Velez
Mobilex-USA

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

Jul-31-2012-575

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2005-067 Eastern Valley Volunteer Fire Department, owner; Mike Thompson, agent. Change of zoning on Parcel ID # 38-21-3-22-1 in Section 21 Twp 19 Range 4 West from C-1 (Commercial) and R-2 (Single Family) to INSTITUTIONAL -2 for a fire department with a helistop. (Site Only: 823 Eastern Valley Road, Bessemer, AL 35020) (EASTERN VALLEY) (1.7 Acres M/L)

Rezoning to be contingent on submission of a preliminary drainage study to and approval by the County Drainage Engineer, and access to Potter Road to be approved by the Department of Roads and Transportation.

Z-2011-020 Thomas F. Talbot, owner; Robert Bryan Ratliff, agent. Change of zoning on Parcel ID#s 28-21-1-2-13 & 51 in Section 21 Twp 18 Range 2 West from R-1 (Single Family) to C-P (Preferred Commercial) for an office building. (Case Only:

4137 Cloverleaf Drive, Birmingham, AL 35243) (CAHABA HEIGHTS) (2.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. The property shall be developed in substantial conformance to the revised site plan submitted at the November 10, 2011 hearing of the Planning & Zoning Commission, including the complete vacation of the entirety of Cloverleaf Drive south of the stream (as stated by the project engineer); 2. the developer shall remove the bridge and construct a paved hammerhead turn-around at the southern end of Cloverleaf Drive (on the north side of the stream), in accordance with the requirements and specifications of the Department of Roads & Transportation; 3. the property shall not be disturbed in any way until access to the development is approved by the Alabama Department of Transportation; 4. the development shall include the enhanced buffer as presented with the revised site plan at the November 10, 2011 hearing; 5. the property will be disturbed only to the minimum extent necessary for construction, maintaining as much existing natural vegetation as possible and preserving a natural buffer along the stream; 6. all lighting shall be directed downward onto the property, and there shall be no exterior lighting in back (north face) of the building; and, 7. the architectural design of the building shall substantially conform to the rendering submitted, and shall not exceed the height shown.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Z-2005-67 and Z-2011-020 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jul-31-2012-576

WHEREAS, the Jefferson County Board of Registrars has requested to change the polling place at Lawson State Community College - Precinct 56-11, located at 1094 9th Avenue SW, Bessemer, AL 35022 to the Bessemer Civic Center located at 1130 9th Avenue SW, Bessemer, AL 35022; and

WHEREAS, this change is needed due to the growth of the student population at Lawson State and can no longer accommodate a polling precinct on campus; and

WHEREAS, the Bessemer Civic Center location can provide parking, handicapped parking and additional space for voters; and

WHEREAS, the distance between Lawson State Community College and the Bessemer Civic Center is less than one mile.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request to change the polling place from Lawson State Community College to the Bessemer Civic Center, be and hereby is approved.

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

Jul-31-2012-577

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Amendment No. II to the agreement with ESI Acquisitions, Inc. to provide annual WebEOC maintenance and software support for the period June 1, 2012 - May 31, 2013 in the amount of \$16,700.

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

Jul-31-2012-578

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and University of Alabama Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine (the Division of GPAM) to provide all necessary medical services required by the facility at the Youth Detention Center for FY2011-2012 in the amount of \$97,341.08.

AMENDMENT TO CONTRACT

This Amendment to the Contract by and between Jefferson County, Alabama, hereinafter called "the County", and University of

Alabama Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine (the Division of GPAM), hereinafter called "the Contractor" to provide all necessary Medical Services as required by the facility at the Jefferson County Youth Detention shall become effective the 1st day of October, 2011.

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on March 8, 2011 and recorded in Minute Book 161, Pages 314-316, is hereby amended as follows:

Item 3. Amend the Terms of Agreement and Authorization To Perform Work paragraph as follows: This contract will be effective October 1, 2011 through September 30, 2012.

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

Jefferson County, Alabama

David Carrington, President

Jefferson County Commission

Reid Jones, Executive Vice President

University of Alabama Health Services Foundation, P.C.,

Division of General Pediatric and Adolescent Medicine (the Division of GPAM)

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

Jul-31-2012-579

BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification Number 4 to National Emergency Grant Agreement Number OF306001. The modification terminates the agreement and reduces the budget to \$1,009,289.86.

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

Jul-31-2012-580

BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute Change Order Number One (1) to the Construction Agreement for the Muscoda Park Improvements Project (CD09-03F-U02-MPI) dated February 14, 2012, between Jefferson County, Alabama and Karma Construction, Inc.

The purpose of Change Order Number One (1) is to increase the scope of work to include the installation of a 4" French Drain and backfill with 57 stone. The additional cost associated with this change order is \$1,955.20. The new contract amount shall be \$169,294.81 and paid in full with federal funds. This project is from the Program Year 2009

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

Jul-31-2012-581

WHEREAS, Jefferson County Center for Workforce Development desires to serve as the Host Agency under the Alabama Department of Senior Services (ADSS) Senior Community Service Employment Program; and

WHEREAS, the Host Agency agrees to provide a work site for a Senior Aide.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign

the SSAI/ADSS SCSEP Host Agency Agreement.

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

Jul-31-2012-582

WHEREAS, Greater Birmingham Habitat for Humanity executed that certain mortgage for the construction of single family houses in the North Smithfield area of unincorporated Jefferson County; and

WHEREAS, a new home in the North Smithfield community has been completed and sold to a qualified homebuyer through Jefferson County's Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said lot is identified as follows:

Lot 12 according to the Survey of North Smithfield Manor Allen Street Addition as recorded in Map Book 232 Page 49 in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Partial Satisfaction of Recorded Mortgage for the above referenced lot be executed by the Commission President.

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

Jul-31-2012-583

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Center Point; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows:

2346 Spencer Lane, Birmingham, AL 35215

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated October 28, 2010 and recorded in LR Book 201009 Page 15225, in the Probate Office of Jefferson County, Alabama

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

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

Jul-31-2012-584

WHEREAS, a mortgage was executed by Matilda Walker for the purchase of the property at 2523 18th Place South, Birmingham, Alabama 35209 and recorded on December 4, 2000 in Instrument No. 200014/0225 in the Probate Office of Jefferson County, Alabama, Birmingham Division; and

WHEREAS, a mortgage was executed by YW Homes, Inc. for the acquisition and rehabilitation of the property at 2523 18th Place South, Birmingham, Alabama 35209 and recorded on May 31, 2000 in Instrument No. 200006/8669 in the Probate Office of Jefferson County, Alabama, Birmingham Division; and

WHEREAS, the owner(s) is deceased and Jefferson County currently owns the property and it is necessary to remove the mortgage liens and restrictive covenants to clear the title.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said the above referenced mortgages and declarations of restrictive covenants with right of first refusal.

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

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

Jul-31-2012-585

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

WHEREAS, homes have been developed under said Agreement in the North Smithfield area of Jefferson County and sold to Shontay Banks, Caprechia A. Collins, Tracy Harris, Lakia Howard, Shreese Johnson, Tanirah M. Johnson, Tarvares Knight and Wavaie Catlin, Tomeshia Mumpfield, Keithon and Catherine Terry, and Stephanie J. Williams;

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

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

Jul-31-2012-586

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign all necessary loan documents associated with the HOME funded Hickory Ridge Special Needs Rental Housing for the Elderly development in accordance with the agreement approved October 20, 2009 Minute Book 158 Page 554, and the amendment approved, November 2, 2010 Minute Book 160 Page 618.. No additional funds are required.

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

Jul-31-2012-587

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Consolidated Plan and an annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the Jefferson County 2012 One-Year Action Plan; and

WHEREAS, Jefferson County expects to receive \$1,641,778.00 in CDBG funds, \$12,000.00 in CDBG program income, \$175,000.00 in CDBG/EDA Revolving Loan Fund; \$586,731.00 in HOME funds, \$154,515.00 in County match (In-Kind), and \$100,000.00 in HOME program income; \$160,259.00 in federal ESG funds, and \$160,259.00 in ESG Match funds, making a total of \$2,990,542.00 in funds available for Program Year 2012-13; and

WHEREAS, The Office of Community & Economic Development has developed a budget and 2012 Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the 2012 One-Year Action Plan, Standard Forms 424, and Consolidated Plan Certifications for Jefferson County, Alabama.

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

Jul-31-2012-588

BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the WIA Application for Local Area Designation. The designation allows Jefferson County to receive WIA funding.

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

Jul-31-2012-589

A RESOLUTION RETIRING ONE COUNTY AND PLACING ONE RETIRED COUNTY UNIT BACK INTO SERVICE
WHEREAS, the County Fleet Manager has determined that unit F903246 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, F941315 be placed back into service replacing the above referenced unit for use by the Environmental Services Department.

BE IT FURTHER RESOLVED that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

Jul-31-2012-590

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA INTERNET AUCTION - GOV DEALS.COM

WHEREAS, the County Fleet Manager has determined that the following list of retired rolling stock to be surplus and of no use to the County; and

WHEREAS, the County Purchasing Agent has received various other County assets retired from user departments.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following list of County assets is hereby declared surplus property, removed from the fixed assets inventory and disposed of via GOVDEAIS.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

Inventory at the Ketona Sell Lot

<u>Veh./Equip. #</u>	<u>Vin #</u>	<u>Description</u>	<u>Location</u>	<u>Asset #</u>
B-422	D3117JGB16503	TRUCK T DO ALL SPREADER 79	SELL LOT	B-422
B-79	F60BCC36760	TRUCK S STEAM 76	SELL LOT	B- 79
D003105	1HTSCAAN9YH207597	TRUCK S JET WASHER 00	SELL LOT	600
D901428	1HTSCCFL5LH257988	TRUCK S D 4700 90	SELL LOT	D901428
D901430	1HTSCCFL3LH257990	TRUCK S D 4700 90	SELL LOT	D901430
D901431	1HTSCCFLSLH257991	TRUCK S D 4700 90	SELL LOT	D901431
D903110	1HTSCNELOLH28927S	TRUCK S JET WASHER 4700 90	SELL LOT	265
D921407	1HTSCPHLINH443731	TRUCK S F 4700 92	SELL LOT	D921407
D923108	1HTSCPHL4NH438569	TRUCK S GROUT 4700 92	SELL LOT	D923108
D943101	1FDWK74C9RVA17392	TRUCK S F F700 94	SELL LOT	D943101
D973104	1HTSDAAR6VH482615	TRUCK S F 35K CC 4900 97	SELL LOT	970500
D973112	1HTSDAARXWHS06805	TRUCK S F 35K 4900 97	SELL LOT	970993
D973113	1HTSDAARSWHS06923	TRUCK S F 35K CC 4900 97	SELL LOT	970990

D983102	1HTSCAAN8WHS32805	TRUCK S JET WASHER INT 98	SELL LOT	980082
D993108	1HTSDAAR4XH681018	TRUCK S F 35K CC INT 99	SELL LOT	990689
D993109	1HTSDAAR6XH681019	TRUCK S F 35K CC INT 99	SELL LOT	990688
E013204	2WLPCD3J71K968613	TRUCK T3 D WS 01	SELL LOT	2388
E903106	4V2ACBJFXLN631756	TRUCK T D WCS64 90	SELL LOT	E903106
E903245	4VZACBJFOLN628641	TRUCK T D WCS64 90	SELL LOT	E901415
E913204	4V2JCBJE6MR811334	TRUCK T D WG64 91	SELL LOT	E913204
E921313	4V2BCBRE2NN652555	TRUCK T D WCM64 92	SELL LOT	E921313
E921402	4V2BCBRE8NN649529	TRUCK T D WCM64T 92	SELL LOT	E921402
E923204	4V2BCBRE6NN649528	TRUCK T D WCM64T 92	SELL LOT	E923204
E931401	4V2JCBLF3PR818266	TRUCK T D WG64 93	SELL LOT	E931401
E931406	4V2JCBLF7PR818268	TRUCK T D WG64 93	SELL LOT	E931406
E933204	1M2P264CBPM013044	TRUCK T3 D RD690S 93	SELL LOT	E933204
E933218	4V2JCBLFSPR818263	TRUCK T D WG64 93	SELL LOT	E93 403
E951308	1HTGGAET4SH673268	TRUCK T D 2574 95	SELL LOT	E951308
F003109	134747	LOADER SKID STEER LX895 00	SELL LOT	2836
F901439	T0710CD766813	BACKHOE LOADER 710C 90	SELL LOT	F901439
6981606	4295	PAINT PALLET STRIPER 98	SELL LOT	6981606
M-199	5078291	MOWER LAWN RIDING 87	SELL LOT	M-199
T953510	485995	COMPOST TURNER LS177A 95	SELL LOT	960065

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

Jul-31-2012-591

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 11, 2012
Purpose: Payment to Diane B. Thompson for acquired Right of Way 0.05 acres, more or less, and 0.01 acres, more or less of Roadway and Utility Easement – (site address) - 1820 Linthicum Street, Tarrant, AL
Project No. STPBH-7229(602) - Tract No. 19 Agent: Rick Turner
Price: \$2,700.00
Pay to the order of: Diane B. Thompson
Mailing Address: 1820 Linthicum Street
Tarrant, AL 35217-2636 AL
Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.
Check Delivery Code 84

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

Jul-31-2012-592

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Professional Services Contract between Jefferson County and David P. Mullins, MAI for appraisal services for High Line Rails to Trails - Red Mountain Greenway and Recreational Area. The cost of this Contract Agreement is Eight Thousand, Five Hundred Dollars (\$8,500) for appraisal work and \$150.00/hour for court work, if necessary not to exceed \$9,000.00. This bid was approved by ALDOT and is reimbursable at 80%.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 6th day of July, 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and David P. Mullins, MAI, hereinafter called "the Contractor". The effective date of this agreement shall be 6th day of July, 2012.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of High Line Railroad Right of Way along the Red Mountain Greenway and Recreational Area in Jefferson County, Alabama with a full narrative report developed in accordance with the Uniform Standards of Professional Appraisal Practice.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on July 1, 2013 unless services needed for Court Time in the future

4. COMPENSATION: Contractor shall be compensated for services rendered as follows:

\$8,500.00 for Appraisal of High Line Railroad Right of Way along the Red Mountain Greenway and Recreational Area in Jefferson County, Alabama.

\$150.00 per hour for Court Time, if necessary.

Total cost of appraisals work performed under this contract is not to EXCEED \$9,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 30 day basis.

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

6. 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.

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

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

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold 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.

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

11. 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.

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

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

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

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

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

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

CONTRACTOR
David Mullins, MAI

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

DIRECTOR/COUNTY ENGINEER
E. Wayne Sullivan

ATTESTS:
Minute Clerk

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

Jul-31-2012-593

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Robert Tyler in the amount of Six Thousand and 00/100 (\$6,000.00) Dollars.

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

Jul-31-2012-594

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the claims of Vekesha Hawes in the amount of Five Thousand and 00/100 (\$5,000.00) Dollars and the President of the County Commission is hereby authorized to execute the standard EEOC conciliation agreement in this matter on behalf of the County. The Finance Director is hereby directed to issue a check payable to "Tyrone Townsend, Attorney and Vekesha Hawes" in the amount of \$5,000.00 and forward to the County Attorney for disbursement.

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

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

Jul-31-2012-595

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and CRS Consultants/Division of SSOE Group to provide design and installation specification services regarding emergency generator replacement in the amount of \$12,500 (\$10,000 contract amount + reimbursable expenses).

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 16th day of July 2012, by and between Jefferson County Commission, hereinafter called "the County, and CRS Consultants/Division of SSOE Group located at 3504 7th Avenue South, Birmingham, AL.35222, hereinafter called "the Contractor."

WHEREAS, the County desires to contract for Professional Engineering Services for development of technical specifications for the replacement of an existing 600KW emergency generator located at the Jefferson county courthouse.

WHEREAS, the Contractor desire to furnish said services to the General Services Department.

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

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

SCOPE OF SERVICES: 1. Prepare technical specifications for procurement of new generator through county purchasing. 2. Prepare technical specifications for the installation services to be contracted by county purchasing. 3. Prepare Engineering drawings and other support documentation to guide planning for the removal and replacement of the existing generator.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 12 months beginning July 16, 2012 through July 15, 2013 or completion of the specified project.

COMPENSATION: Furnish engineering services an hourly basis at rates listed per attachment "A" with a guaranteed maximum billing of Ten Thousand dollars (\$10,000). Payments due Net 30.

Reimbursable Expenses: Reimbursable expenses will include printing and reprographic services, travel, delivery, courier and shipping services, CADD plots and any miscellaneous in-house and outside expenses incurred while providing said services. Reimbursable expenses are in addition to the Fee amount and will be billed on a monthly basis at a rate of 1.1 times cost.

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

Client: CRS Consultants/SSOE Group
Attention; Mr. John Gill, PE
3504 7th Avenue South
Birmingham, Alabama 35222

Copy to: Jefferson County Commission
General Services Department
Director of General Services
716 Richard Arrington Jr. Blvd. North
Room 1
Birmingham, AL 35203

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

Contractor

John W. Gill, Sr. Project Manager

Jefferson County, Alabama

W.D. Carrington

President, Commissioner

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, August 14, 2012.

President

Minute Clerk