

STATE OF ALABAMA)

JEFFERSON COUNTY) August 3, 2010

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

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of July 27, 2010, be approved. Voting "Aye" Carns, Humphryes, Bowman, Collins and Smoot.

Commissioner Smoot requested that the following resolution be added as New Business, in support of the citizens of Jefferson County:

RESOLUTION

WHEREAS, the Jefferson County Commission, due to harsh economic times during the 2009 Fiscal Year and with the intent on preserving the County's fund balance; and

WHEREAS, it has been publicly stated that based on the 2010 fund balance, at improved levels although somewhat lower than desired; and

WHEREAS, as stated in the initial Ordinance creating a "Sales Tax Holiday" for the expressed benefit of the citizens of Jefferson County during the start of the school year.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Ordinance Number 1776 (Sales Tax Holiday) initially adopted at Minute Book 151; Pages 19-23 and was later repealed on July 7, 2009 at Minute Book 158; Page 271 is hereby reinstated.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that the above resolution be added as New Business. Voting "Aye" Humphryes and Smoot. Voting "Nay" Bowman, Carns and Collins.

Aug-3-2010-702

"Courage is rightly esteemed the first of human qualities because it is the quality which guarantees all others."

Sir Winston Churchill

Whereas, On July 24, 2010, a tragedy occurred when a speeding automobile struck another vehicle from the rear in the 1300 block of Center Point Parkway and knocked it approximately 200 feet; and

Whereas, The occupants of the vehicle that was struck were a family of four; 2 children, their father who was driving, and their mother who was eight months pregnant. The driver, the father, died at the scene and the pregnant mother and two children were trapped in the car; and

Whereas, The Jefferson County deputies, Captain Al Finley and Lieutenant John Mayes, who were off duty at the time, witnessed this horrible accident and they immediately went to the rescue of this mother and her two children. Their swift and courageous action allowed the mother to be transported by Life Flight to UAB Hospital where an emergency delivery was performed and the baby saved. Sad to say, the mother who suffered a severe head injury, died; however, this baby is alive today because of the quick thinking and heroic actions of these two brave deputies; and

Whereas, Captain Al Finley, a 29 year veteran of the Jefferson County Sheriff's Department and Lieutenant John Mayes, a 34 year veteran of the Jefferson County Sheriff's Department have had long, exemplary careers of service and on this tragic night when two lives were lost and five were spared, their experience, training and leadership immediately called them to action without regard for their own safety; and

Whereas, the exemplary conduct of these officers typifies the men and women who have worn the uniform of the Jefferson County Sheriff's Department, risking their lives in service to our citizens.

Now, therefore, be it resolved, that the Jefferson County Commission, by this Resolution, commends these fine officers for service above and beyond the call of duty. We are grateful for their service and their dedication to protecting our safety by saving lives and property, many times at their own peril.

Adopted by the Jefferson County Commission in Birmingham, Alabama. A copy of this Resolution is spread upon the minutes of the Jefferson County Commission on this the 3rd day of August, 2010.

Bettye Fine Collins, President
 George F. Bowman, Commissioner
 Jim Carns, Commissioner
 Bobby Humphryes, Commissioner
 Shelia Smoot, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

Family Court - 2 participants

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|-------------|--|---------|
| Susan Moon | Gadsden, Alabama | \$75.00 |
| Gwen Reasor | Diversion through Collaboration July 22, 2010 | \$75.00 |

Tax Assessor - 2 participants

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|--------------------|--|------------|
| Sharon Rice | Orange Beach, Alabama | \$1,582.75 |
| Reginald Threagill | Mapper's Round Table/AAAO Summer Conference August 8-13, 2010 | \$1,360.00 |

Individual Staff Development

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|-----------------|------------|---|----------|
| Bobby Humphryes | Commission | Orange Beach, Alabama Assn. of County Commissions of Alabama August 23-27, 2010 | \$963.00 |
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|-------------------------|---------|---|----------|
| Robert M. Brissie, M.D. | Coroner | Montgomery, Alabama Alabama Sheriff's Assn. 2010 Summer Training July 18-20, 2010 | \$483.77 |
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| Daivd Hinkle | Board of Equalization | Auburn, Alabama IAAO 101: Fundamental of Real Property Appraisal September 27 - October 1, 2010 | \$525.00 |
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| Sandra C. Foster | Community & Economic Dev | Bethesda, Maryland 2010 National Equal Opportunity Training Symposium August 9-13, 2010 | \$1,767.80 |
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|-------------|-----|--|----------|
| Mike Harter | EMA | Birmingham, Alabama Registration for Governor's Volunteer Leadership Conference August 18-20, 2010 | \$150.00 |
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|----------------|-----|--|------------|
| Allen Kniphfer | EMA | Indianapolis, Indiana 4 th Annual Hazus Conference August 22-26, 2010 | \$1,774.88 |
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|-----------------|-------------------|---|----------|
| Matthew Alpaugh | Environmental Svs | Pelham, Alabama "How to Inspect a Construction Site" training August 26, 2010 | \$125.00 |
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Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Staff Development be approved. Voting "Aye" Carns, Smoot, Bowman, Collins and Humphryes.

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

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

1. COOPER GREEN MERCY HOSPITAL FROM IVANS, ORLANDO, FL, TO PAY OCTOBER 2009 - SEPTEMBER 2010 INVOICES FOR SERVICES ALREADY RENDERED FOR DIAL IN SERVICES FOR UNDOCUMENTED PATIENTS.
SAP PURCHASE ORDER # 2000045502 \$5,000.00 TOTAL
2. JEFFERSON COUNTY USER DEPARTMENTS AND PACA MEMBERS FROM FISHER SCIENTIFIC LLC, ATLANTA, GA, FOR LAB EQUIPMENT. SAP PURCHASE ORDER # 2000045516 \$5,001.18 TOTAL
REFERENCE BID # 9-10
3. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/1/10 TO 3/31/11. SAP PURCHASE ORDER # 2000044572
EST. \$70,000.00 TOTAL REFERENCE BID # 89-10
4. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM RIVERSIDE DRIVES INCORPORATED, CLEVELAND, OH, REPLACEMENT COMPONENTS FOR VARIABLE FREQUENCY DRIVE FOR THE PERIOD OF 3/16/10 TO 3/15/11.
SAP PURCHASE ORDER # 2000045575 \$19,926.00 TOTAL REFERENCE BID # 84-10
COMMISSION APPROVED ON 3/15/10.
5. COMMUNITY DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR REHABILITATION WORK FOR LILLIE HEMPHILL. SAP PURCHASE ORDER # 2000041672 \$1,960.00 TOTAL REFERENCE BID # 69-10
6. COMMUNITY DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR REHABILITATION WORK FOR BARBARA POPE. SAP PURCHASE ORDER # 2000041677 \$2,500.00 TOTAL REFERENCE BID # 69-10
7. COMMUNITY DEVELOPMENT FROM SYMS CONTRACTORS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR REHABILITATION WORK FOR BRENDA TEEMS.
SAP PURCHASE ORDER # 2000039222 \$325.00 TOTAL REFERENCE BID # 21-10
8. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM NEXAIR INCORPORATED, PINSON, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PROPANE/BUTANE GAS.
SAP PURCHASE ORDER # 2000040994 \$400.00 TOTAL REFERENCE BID # 30-09
9. ENVIRONMENTAL SERVICES ADMINISTRATION FROM DEC CONSTRUCTION COMPANY INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMERGENCY SEWAGE CLEANUP. SAP PURCHASE ORDER # 2000036639 \$80,000.00 TOTAL
10. GENERALS SERVICES FROM WAREHOUSE EQUIPMENT AND SUPPLY COMPANY, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICES FOR REPAIRS ON OVERHEAD DOORS. SAP PURCHASE ORDER # 2000045669
\$7,500.00 TOTAL
11. LAND DEVELOPMENT FROM GUARDIAN SYSTEMS, LEEDS, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LAB TESTING SERVICES UNDER CONTRACT FOR THE REMAINDER OF FISCAL YEAR.
SAP PURCHASE ORDER # 20000038163 \$20,000 TOTAL
12. COOPER GREEN HOSPITAL ADMINISTRATION FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, TO PURCHASE XEROX 5655 DIGITAL COPIER. REFERENCE BID # 251-08 \$6,674.00 TOTAL

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
8/03/2010

| Profit Center | Vendor # | Name | Text | Business Area | Amount | Doc No |
|---------------|----------|------------------------|-----------------------------------|------------------------------|--------|------------|
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | CDL LICENSE FEE | CO HOME: GENERAL ADMIN | 43.75 | 1900040896 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | REIMB LIABILITY INSURANCE | CO HOME: GENERAL ADMIN | 106.00 | 1900040899 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | POSTAGE | CO HOME: GENERAL ADMIN | 5.60 | 1900040890 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | MEMBERSHIP RENEWAL FOR SAM'S CLUB | CO HOME: MATERIAL MANAGEMENT | 35.00 | 1900040893 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | RESIDENT FOOD | CO HOME: DIETARY | 47.24 | 1900040894 |

| | | | | | | |
|---------------|---------|-----------------------------------|--|--------------------------------|----------|------------|
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | REGISTRATION FEE | CO HOME: SOCIAL SERVICES | 55.00 | 1900040897 |
| *DISTRICT 1 | | | | | 292.59 | |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | TRAVEL REIMBURSEMENT | SENIOR CITIZEN SERVICES | 6.97 | 1900040668 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | SOFTWARE | INFO TECH: SYS DEVELOP & ADMIN | 39.78 | 1900040905 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | EPSON PRINTER | INFO TECHNOLOGY | 199.98 | 1900042445 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | MILEAGE REIMBURSEMENT | LAND DEVELOPMENT | 13.77 | 1900042241 |
| DISTRICT 2 | 1000314 | JEFF CO COUNCIL ON AGING | TO REIMBURSE 1/2 OF PURCHASE FOR A FILE SERVER | SENIOR CITIZEN SERVICES | 3,268.58 | 1900040709 |
| *DISTRICT 2 | | | | | 3,529.08 | |
| DISTRICT 4 | 1000240 | GIATTINA FISHER AYCOCK | REIMBURSABLE EXPENSES | GEN SVCS: ADMINISTRATION | 1,863.92 | 1900042308 |
| DISTRICT 4 | 1003872 | JAMES H MURRAY | ELECTION CLEAN UP | GEN SVCS: ELECTIONS | 40.00 | 1900042269 |
| DISTRICT 4 | 1005369 | PATTY TUMBUSH | ELECTION CLEAN UP | GEN SVCS: ELECTIONS | 40.00 | 1900042268 |
| DISTRICT 4 | 1005369 | PATTY TUMBUSH | ELECTION CLEAN UP | GEN SVCS: ELECTIONS | 40.00 | 1900042270 |
| *DISTRICT 4 | | | | | 1,983.92 | |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | PRESSURE WASHER | ES: PACKAGE WWTP & PUMP STATIO | 399.00 | 1900042262 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | CABLES; WET DRY VAC; PINE SOL; DAWN | ES: VILLAGE ELECTRICAL SHOP | 343.94 | 1900042465 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | PLUGS; PAINT; INK CARTRIDGE | ES: VALLEY CREEK WWTP | 160.21 | 1900042464 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | ANTI FREEZE; SWITCHES | ES: VALLEY CREEK WWTP | 583.60 | 1900042470 |
| DISTRICT 5 | 1001339 | PROBATE COURT OF | CONDEM COST-BILL 207325 WATERFORD LAND SEWER | ES: SANITATION ADMINISTRATION | 2,336.00 | 1900040652 |
| *DISTRICT 5 | | | | | 3,822.75 | |
| JOINT RESPON | 1005476 | 11 th COURT OF APPEALS | ADMISSION FEE-11TH CIRCUIT CT OF APPEALS | COUNTY ATTORNEY | 170.00 | 1900040963 |
| *JOINT RESPON | | | | | 170.00 | |
| ** | | | | | 9,798.34 | |

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

REQUEST FOR CERTIFICATION

County Commission - Commission Support

Administrative Assistant III

Probate Court

Administrative Assistant I

Court Clerk

Human Resources - regular & provisional

A/Benefits Administrator

Department of Revenue - Birmingham

Business Office Supervisor - 2 positions

Economic Development

Human Resource Planner - 2 regular & 2 provisional

General Services - Administration

Skilled Laborer

HVAC/Refrig Tech

Chief Building Maintenance

Laborer I - 2 positions

General Services - Elections

Voting Machine Technician

Office of Senior Citizen Services

Administrative Assistant I

Roads & Transportation - Hwy Design

Sr. Engineering Drafter

Roads & Transportation - Hwy Traffic Engineering

Traffic Maintenance Worker

Environmental Services - E&C - Construct Sewer Line

Construction Supervisor - 2 positions

Jefferson Rehabilitation & Health Center - Dietary

Cook - 2 positions

Cooper Green Mercy Hospital - Hospital Education

Nursing Education/Training Director

Cooper Green Mercy Hospital - surgery

Medical Clerk

Cooper Green Mercy Hospital - Labor/Delivery

Staff Registered Nurse - 2 positions

Cooper Green Mercy Hospital - Ambulatory Clinic

Medical Clerk - 2 positions

Cooper Green Mercy Hospital - Emergency Room

Staff Registered Nurse - 2 positions

Cooper Green Mercy Hospital - Pharmacy

Clinical Pharmacist

Board of Registrars

Administrative Intern - 2 positions

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes, that the Request for Certification be approved.

Voting "Aye" Bowman, Humphryes, Carns, Collins and Smoot.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Emergency Management Agency \$27,000

Increase expenditure by shifting budget from EMA's Reserve Fund Balance and add purchasing memorandum to purchase a platform rescue boat and dive equipment to be housed in the western area of the County. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

2. Environmental Services \$4,574

Add purchasing memorandum to purchase two ice machines. No Additional Funds Required.

3. Probate Court \$36,000

Shift funds and add purchasing memorandum to purchase a Lektriever storage system. No Additional Funds Required.

4. Revenue \$24,500

Shift funds and add purchasing memorandum to purchase six replacement dot matrix printers. And a replacement cargo van. No Additional Funds Required.

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

Aug-3-2010-703

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

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized and hereby directed to execute the Finding of No Significant Impact for the Martintown Park Improvements (CD09-03F-U03-MTP).

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

Aug-3-2010-704

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Martintown Park Improvements (CD09-03F-M03-MTP) from the Community Development Block Grant Program.

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

Aug-3-2010-705

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

4000 Poplar Drive, Adamsville, Alabama 35005

Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated December 18, 2009, in the original amount of \$112,000.00 and recorded in LR 200912 Page 15506, 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.

This Instrument was prepared by:

Lorrie Maples Parker, Esquire

Massey, Stotser & Nichols, P. C.

P O Box 94308

Birmingham, AL 352204308

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, A BODY POLITIC does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated December 18, 2009, in the original amount of \$112,000.00 and recorded in LR 200912 Page 15506, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the day of , 2010.

JEFFERSON COUNTY, ALABAMA, a body politic

Print Name: Bettye Fine Collins

Print Title: President of Jefferson County Commission

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

Aug-3-2010-706

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with The Dannon Project for Program Year 2010. The agreement provides for training 100 participants in high growth careers in healthcare and prepares the participants for entry level career ladder positions. The agreement is in the amount of \$300,000.00 and is for the period August 1, 2010 through June 30, 2011.

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

Aug-3-2010-707

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with Aletheia House for Program Year 2010. The agreement provides for training 100 participants in green jobs and prepares the participants for entry level career ladder positions. The agreement is in the amount of \$300,000.00 and is for the period August 1, 2010 through June 30, 2011.

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

Aug-3-2010-708

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with IPEC, LLC for Program Year 2010. The agreement provides for training 100 participants in careers in healthcare and prepares the participants for job placement services. The agreement is in the amount of \$300,000.00 and is for the period August 1, 2010 through June 30, 2011.

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

Aug-3-2010-709

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification number 1 to the Agreement No. 9-4-30-78-1905 with IPEC, LLC. The modification extends the termination date to August 24, 2010.

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

Aug-3-2010-710

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and UAB-1917 Dental Clinic, to provide dental services for St. George's Clinic patients, which increases maximum agreement amount from \$109,500 to \$119,500. No additional funds required.
The Board of Trustees of the University of Alabama for The University of Alabama School of Medicine

AMENDMENT TO CONTRACT

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 01, 2009.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 4, 2009 in Minute Book 158, Pages 313-314, is hereby amended 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 \$109,500.00 to \$119,500.00.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins. President

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

Eli Capilouto, DMD, PMH, ScD, Provost

COOPER GREEN MERCY HOSPITAL

Sandra Hullett, MD. CEO, MEDICAL DIRECTOR

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

Aug-3-2010-711

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Alabama Psychotherapy & Wellness Center, to provide a qualified psychologist service at St. George's Clinic, which changes maximum agreement amount from \$62,500 to \$78,000.

AMENDMENT TO CONTRACT

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 Alabama Psychotherapy & Wellness Center, hereinafter called "the Contractor". The effective date of this agreement shall be October 01, 2009.

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 4, 2009 in Minute Book 158, Pages 305-307, is hereby amended 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 \$62,500.00 to \$78,000.00.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins. President

CONTRACTOR - Alabama Psychotherapy & Wellness Center

Jeff Dolce, PhD.

COOPER GREEN M ER Y HOSPITAL

Sandra Hullett, MD, CEO, MEDICAL DIRECTOR

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

Aug-3-2010-712

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Comfort Care Hospice for Cooper Green Mercy Hospital to provide inpatient respite care and pain management and/or pain alleviation to the terminally ill. This is a revenue generating agreement.

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

Aug-3-2010-713

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

- (a) Herzing University - RN nursing students
- (b) Herzing University - LPN nursing students
- (c) Jefferson State Community College - Physical Therapist Assistant students
- (d) Jefferson State Community College - Medical Laboratory Technician students
- (e) Jefferson State Community College - Radiologic Technology students
- (f) Pikeville College - osteopathic medical students
- (g) Samford University - graduate & undergraduate nursing students
- (h) Tuskegee University - undergraduate nursing students
- (i) Tuskegee University - Occupational Therapy Assistant students
- (j) University of Alabama - Tuscaloosa - undergraduate Social Work students
- (k) University of Alabama - Tuscaloosa - undergraduate Speech & Hearing students
- (l) University of Alabama at Birmingham - graduate & undergraduate nursing students
- (m) University of Alabama at Birmingham - Physical Therapist students
- (n) Virginia College - Diagnostic Medical Sonography students
- (o) Virginia College - Pharmacy Technician students
- (p) Wallace State Community College - Emergency Medical Services (EMS) students
- (q) Wallace State Community College - Hanceville - Diagnostic Medical Sonography students
- (r) Wallace State Community College - undergraduate Health Care Information students
- (s) Wallace State Community College - Respiratory Therapy students
- (t) Wallace State Community College - Clinical Laboratory Technology students
- (u) Wallace State Community College - undergraduate nursing students
- (v) Xavier University of Louisiana - Pharmacy students

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

Aug-3-2010-714

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Software House International to provide Microsoft Office software, for various County departments as needed and budgeted by the departments, beginning June 1, 2010 and ending May 31, 2011 in an amount not to exceed \$150,000.

SOFTWARE CONTRACT

THIS AGREEMENT entered into this 29th June 2010, by and between Jefferson County, Alabama hereinafter called "the County", and SOFTWARE HOUSE INTERNATIONAL called "the Contractor". The effective date of this agreement shall be June 1, 2010.

WHEREAS, the County desires to contract for software for the Jefferson County Commission various departments, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said software 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 software goods/services hereinafter set forth.

2. SCOPE OF GOODS/SERVICES: This contract results from State of Alabama contract state bid #T-040. The contract describes the scope of software goods/services called for and the response contains the statements and representations of the Contractor, thereto. This contract documents constitute the entire line items in state bid T040 referenced agreement between the parties. The Scope of software is as follows but not limited to:

| DESCRIPTION | CATALOG PERCENTAGE DISCOUNT |
|---------------------------|-----------------------------|
| Microsoft Office Software | 20.72 % |

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render goods/services any time after the effective date of this Contract. The Contract term expires on May 31, 2011, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the services rendered at a cost shown on Item 2: Scope of Goods and Services or payable monthly per submission of invoice. Payment terms are Net 30.

5. CONTRACT ADDITIONS: Additional purchase for the same item(s) or related types on state contract referenced may be purchased upon request. Therefore, to include entire line item and pricing of contract referenced.

6. 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.

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

10. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to non-performance.

11. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

12. 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.

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

14. 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.

15. 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.

16. 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.

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

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

WITNESSES :

SOFTWARE HOUSE INTERNATIONAL

Michael Bench, Account Executive

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

Aug-3-2010-715

WHEREAS, Carrie A. Tuggle Elementary School (Precinct 5402) polling location, located at 412 12th Court North, Birmingham, AL 35204, is closed; and

WHEREAS, Wilkerson Middle School (Precinct 5401) located at 116 11th Court West, Birmingham, Alabama 35204 has enough space and parking to accommodate additional voters until a permanent location is found; and

WHEREAS, the distance between the locations is about one mile.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to temporarily combine the polling locations of Carrie A. Tuggle Elementary School and Wilkerson Middle School, be and hereby is approved.

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

Aug-3-2010-716

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Brenda Beane to serve on the McAdory Fire District Board of Trustees, filling the unexpired term of James D. Butler, beginning upon approval and ending December, 2012, be and hereby is approved.

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

Aug-3-2010-717

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Sharon B. Lewis to serve on the Forestdale Fire District Board of Trustees, filling the unexpired term of Delisa Waters, beginning upon approval and ending September, 2011, be and hereby is approved.

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

Aug-3-2010-718

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 23, 2010
Purpose: Pay Sarah Christine Gainey Graham - Relocation/Closing and Moving Cost Reimbursement for
Tract No. 68.001O - Project No. STPBH-7002(600) Morgan Road Widening Project
Site Address: 3364 Morgan Road, Bessemer, AL 35022 Agent - Alan K. Dodd
Price: \$3,287.79
Pay to the order of: Sarah Christine Gainey Graham
Mailing Address: 8413 Stouts Road,
Morris, AL 35116

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area THR0
Check Delivery Code #84

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

Aug-3-2010-719

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 23, 2010
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account
Invoice for Acquisition Costs Settlement Due to Tract 60 (Rhonda Marie) Project No. STPBH-7002(600)
Site Address: 3328 Morgan Road Agent - Alan K. Dodd
Price: \$22,000.00
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account
Mailing Address: 1205 North 19th Street
Birmingham, AL 35224

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area THR0
Check Delivery Code: #84

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

Aug-3-2010-720

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 23, 2010
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account
Invoice for Acquisition Costs Settlement Due to Tract 71 (James and Teresa Hosey)
Project No. STPBH-7002(600) Site Address: 3369 Morgan Road Agent - Alan K. Dodd
Price: \$625.00
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account
Mailing Address: 1205 North 19th Street
Birmingham, AL 35224

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area THR0
Check Delivery Code: #84

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

Aug-3-2010-721

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached road

deeds, Tracts 19 and 39, for required Right of Way across property purchased by the County in fee during the course of completion of the 7th Avenue Brighton Project.

7th Avenue- Brighton

Jefferson County

Tract No. 19

7-12-2010 MK ch

THIS INSTRUMENT PREPARED BY:

Gregory M. Key

A200 Courthouse

B'ham, AL 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of _____ Dollars (\$ _____) cash in had paid by Jefferson County, receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right of way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right of way being located in Jefferson County, Alabama and described as follows, to-wit:

A slope and utility easement more particularly described as follows:

The Southerly 10 feet of Lots 17 and 18, Block 5 W.D. Bush's Subdivision of Lot 7, Block 5 W.D. Smith Estates as recorded in Map Book 5, bottom of Page 28 in the Office of Probate Judge of Jefferson County, Alabama, Birmingham Division.

Also a 10 foot temporary construction easement lying Northerly of parallel to and abutting the above described slope and utility easement.

All of said slope and utility easement and temporary construction easement is a part of Lots 17 and 18 and the slope and utility easement contains 1,000 square feet, more or less, and the temporary construction easement contains 1,000 square feet, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 3rd day of August, 2010.

WITNESS

Bettye Fine Collins, President

7th Avenue Brighton Project.

7th Avenue- Brighton

Jefferson County

Tract No. 39

7-12-2010 MK ch

THIS INSTRUMENT PREPARED BY:

Gregory M. Key

A200 Courthouse

B'ham, AL 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of _____ Dollars (\$ _____) cash in had paid by Jefferson County, receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right of way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right of way being located in Jefferson County, Alabama and described as follows, to-wit:

A slope and utility easement more particularly described as follows:

A slope and utility easement more particularly described as follows:

Commence at the SE corner of Lot 3, Block 5 W.D. Bush's Subdivision of Lot 7, Block 5 W.D. Smith Estates as recorded in Map Book 5, bottom of Page 28 in the Office of Probate Judge of Jefferson County, Alabama Birmingham Division and run Northerly along the East line of said Lot 3 a distance of 7 feet; thence turn an angle of 90° to the left and run Westerly a distance of 16 feet to the Point of Beginning of a slope and utility easement; thence turn 180° and run Easterly a distance of 16 feet; thence turn an angle of 90° to the right and run Southerly a distance of 7 feet; thence turn an angle of 90° to the right and run Westerly a distance of 50 feet to the SW corner of said Lot 3; thence turn an angle of 90° to the right and run Northerly a distance of 12 feet; thence turn an angle of 90° to the right and run Easterly a distance of 9 feet; thence turn an angle to the right and run Southeasterly a distance of 25 feet, more or less, to the Point of Beginning and the end of this slope and utility easement.

Also a temporary construction easement more particularly described as follows:

Commence at the SW corner of said Lot 3 and run Northerly along the West lot line of said Lot 3 a distance of 12 feet; thence turn an angle of 90° to the right and run Easterly a distance of 9 feet to the Point of Beginning of a temporary construction easement; thence turn an angle of 180° and run Westerly a distance of 9 feet to the Westerly lot line of said Lot 3; thence turn an angle of 90° to the right and run Northerly along the Westerly lot line a distance of 15 feet; thence turn an angle of 90° to the right and run Easterly a distance of 21.5 feet;

thence turn 90° to the right and run Southerly a distance of 17.5 feet; thence turn an angle to the right and run Northwesterly a distance of 12.5 feet, more or less, to the Point of Beginning and the end of this temporary construction easement.

All of said slope and utility easement and temporary construction easement is a part of said Lot 3 and the slope and utility easement contains 436 square feet, more or less, and the temporary construction easement contains 323 square feet, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 3rd day of August, 2010.

WITNESS

Bettye Fine Collins, President

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

Aug-3-2010-722

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and The McPherson Companies, Inc. to provide consignment bulk fuel, a commercial retail fuel network and other related services for FY10-11.

CONTRACT ID: CON-00000945

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October 1, 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and The McPherson Companies, Inc. located at 5051 Cardinal Street, Trussville, AL 35173 hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for Gasoline, Diesel and Fuel Services for the Jefferson County Commission, hereinafter called "The County", 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 results from Jefferson County's Request for Proposal No, 110-10, dated April 14, 2010, the terms of which are included herein by reference. The Contractor shall perform all necessary fuel and services provided under this Contract as required by Fleet Management. The Contractor shall provide consignment bulk fuel, a commercial retail fuel network and other related services as required by Jefferson County and members of the Purchasing Association of Central Alabama (PACA).
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to furnish fuel and provide related services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2011, however, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.
4. **COMPENSATION:** The Contractor shall be paid by the County and PACA as follows:
\$0.18 (cents per gallon margin) for bulk and retail/card lock fuel consignment for Jefferson County Commission and Purchasing Association Of Central Alabama (PACA).
\$2.50 (per quart) for motor oil (engine add oil).
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract maybe sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance
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: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

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

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

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

11. TERMINATION OF CONTRACT: This contract may be terminated by 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.

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. 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 Commission
Fleet Management Facility
Fleet Manager
1717 Vanderbilt Road
Birmingham, AL 35234

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

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

15. INSURANCE: 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 receipt of purchase order. Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer

showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama.

Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Commissioner Betty Fine Collins, President

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

Aug-3-2010-723

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and Ruffner Mountain Nature Coalition, Inc. for the sharing of Geographic Information System information data and associated technology.

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

Aug-3-2010-724

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Agreement between Jefferson County, Alabama and United Way of Central Alabama, Inc. to provide administrative and fiscal management for the Smart Growth implementation project in the amount of \$339,211. (Attachments on file in the Office of Land Planning & Development).

UNITED WAY OF CENTRAL ALABAMA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") will be in effect from the 1st day of May, 2010 through the 18th day of March, 2012, by and between the United Way of Central Alabama, Inc., a 501(c)(3) nonprofit corporation, 3600 8th Avenue South, Birmingham, AL 35222 (hereinafter referred to as UWCA), and Jefferson County Commission, a county government, 716 Richard Arrington Jr. Blvd. N, Birmingham, AL 35203 (hereinafter referred to as the "Sub-Recipient").

WHEREAS, the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") appropriated funds for evidence-based clinical and community-based prevention and wellness strategies that support specific, measurable health outcomes to reduce obesity and increase physical activity; and

WHEREAS, The Centers for Disease Control and Prevention (CDC), National Center for Chronic Disease Prevention and Health

Promotion (NCCDPHP), Division of Adult and Community Health (DACH), announced the opportunity to apply for Recovery Act funds to reduce risk factors, prevent and/or delay chronic disease, and promote wellness; and

WHEREAS, this initiative, entitled Communities Putting Prevention to Work Obesity (CPPW-Obesity), addresses reduced obesity and increased physical activity with the aforementioned anticipated long term goals; and

WHEREAS, JCDH identified CDC evidence-based clinical and community-based prevention and wellness strategies that support specific, measurable health outcomes to reduce obesity and increase physical activity in Jefferson County, Alabama; and

WHEREAS, the Jefferson County Department of Health (JCDH) applied for CPPW-Obesity funds and was awarded \$6,285,057 to achieve CDC system and policy objectives related to CPPW-Obesity; and

WHEREAS, JCDH has demonstrated the leadership to achieve the grant objectives and has mobilized the community-based leadership and participation to meet the requirements of the CPPW-Obesity award; and

WHEREAS, JCDH has entered into a sub-recipient agreement with UWCA, pursuant to which UWCA has agreed to provide administrative and fiscal management of CPPW-Obesity activities under the guidance and direction of JCDH and CDC; and

WHEREAS, by this Agreement, Sub-Recipient has agreed to perform, to the best of its abilities, all of the tasks, assignments and responsibilities set forth herein, and to be responsible and accountable to UWCA in such performance;

NOW THEREFORE, for and in consideration of the premises, and the mutual benefits herein provided for and expressed, UWCA and the abovenamed Sub-Recipient do hereby agree as follows:

ARTICLE I: SCOPE OF SERVICES

The Sub-Recipient shall provide the services and/or activities described in the Statement of Work and Timeline which is set forth in Attachment A, which attachment is attached hereto and incorporated by reference herein, to address the goals and objectives of CPPW Obesity.

Specific program activities will be assigned and directed by JCDH and/or its designee. In providing the services and/or activities required to be performed by Sub-Recipient hereunder, the Sub-Recipient shall be cognizant of and incorporate the CPPW-Obesity strategies described above. Without limiting the foregoing, Sub-Recipient agrees to: (i) participate in a process of evaluation for Sub-Recipient's performance hereunder, and (ii) to coordinate media efforts with JCDH. Responsibility for Sub-Recipient's project performance shall remain under the governance and administration of UWCA. Sub-Recipient acknowledges and agrees that CPPW-Obesity must be performed in strict compliance with the terms, conditions and provisions of the Recovery Act, as well as the requirements of the CDC, and other applicable federal, state and local laws and regulations, including, but not limited to, the competitive bidding requirements of Alabama State Law and the JCDH. Sub-Recipient agrees, at all times in its performance of this Agreement to comply with all such laws and regulations, whether federal, state or local.

UWCA may at any time modify the Sub-Recipient's scope of services, budget and/or timeline based upon direction from JCDH and/or CDC.

ARTICLE II: PROJECT ADMINISTRATION

UWCA shall be responsible for (1) monitoring the Sub-Recipient's progress in the performance of this Agreement; (2) interpreting the Statement of Work and any other administrative or fiscal requirements of CPPW-Obesity to Sub-Recipient; (3) performing any project inspections and evaluations that may be needed to ensure performance of this Agreement in accordance with CPPW-Obesity; and (4) assisting Sub-Recipient in the resolution of project problems encountered during the performance of the Statement of Work. Without limiting the foregoing, UWCA shall be responsible only for those services rendered by the Sub-Recipient, which specifically relate to the performance of the obligations of the Sub-Recipient under this Agreement. Sub-Recipient acknowledges and agrees that, upon the request of JCDH or upon UWCA's own determination, UWCA shall remove Sub-Recipient or any of Sub-Recipient's employees, agents or subcontractors from service hereunder, if, in the reasonable discretion of JCDH or UWCA, Sub-Recipient, or Sub-Recipient's employee(s), agent(s) or subcontractor(s) are not meeting scope of work timelines and/or benchmarks in a professional and timely manner.

ARTICLE III: PERIOD OF PERFORMANCE

This Agreement shall become effective May 1, 2010, and shall conclude on or before March 18, 2012.

ARTICLE IV: COMPENSATION

The Sub-Recipient shall be compensated on a cost-reimbursement basis for CPPW-Obesity activities and expenses as set forth in Article VI below and in Attachment B.

ARTICLE V: INSURANCE COVERAGE

The Sub-Recipient will procure and maintain, during the entire term of this Agreement, public liability insurance with limits of at least \$1,000,000 per occurrence and in the aggregate, and workman's compensation insurance, with coverage and limits as required by statute. Sub-Recipient's insurance shall also provide contractual coverage for Sub-Recipients indemnification obligation set forth in Article X hereof. All such insurance shall name UWCA and the JCHD as additional insureds thereon, and shall provide that coverage may not be cancelled or amended without 30 days' advance written notice to UWCA. Sub-Recipient shall provide UWCA with a certificate of insurance, indicating that the required insurance is in full force and effect, within 10 days following the execution of this Agreement by UWCA and Sub-Recipient.

Failure to provide such certificate of insurance within the time required shall authorize UWCA to terminate this Agreement immediately with notification to JCDH.

ARTICLE VI: METHOD OF PAYMENT

Invoices shall be submitted by Sub-Recipient on a regularly scheduled basis. The Sub-Recipient shall submit documented invoices to UWCA for services performed during the payment period (whether for one-week or any other period of work) just ended. After approving Sub-Recipient's invoices, UWCA will forward such invoices to JCDH to initiate procedure for payment.

UWCA agrees to use its best efforts to pay Sub-Recipient within thirty (30) days of receipt of Sub-Recipient's properly documented, complete, eligible and validated invoices. Sub-Recipient acknowledges and agrees, however, that payment of Sub-Recipient's invoices shall be made only from funds available through the CPPW-Obesity grant, and that UWCA has no direct, personal liability for payment of such invoices. If, for any reason, CPPW-Obesity funding is not available to pay Sub-Recipient's invoices, or any particular Sub-Recipient invoice, or any specific line item or expenditure thereof, Sub-Recipient agrees that UWCA is not responsible for payment of such invoice(s).

ARTICLE VII: LATE PAYMENT

UWCA shall not be liable to Sub-Recipient for any interest or penalty charge for late payments.

ARTICLE VIII: REPORTING AND EVALUATION MONITORING

A. Reporting: Sub-Recipient will provide monthly, written reports to UWCA on all activities performed by Sub-Recipient pursuant to the Statement of Work. Such reports shall include:

1. Progress and Statistical Reports. The Sub-Recipient shall submit in writing monthly progress and statistical reports. Such reports shall address (1) progress made and efforts undertaken to provide the services and/or activities funded by this Agreement, including statistical measures for evaluating successful outcomes, (2) any problems, obstacles or hindrances encountered by Sub-Recipient to providing such services and activities, and (3) any actions taken by Sub-Recipient in response to any matters requested at any time by UWCA. These reports shall be submitted by the 3rd day of each month with respect to Sub-Recipient's activities during the preceding month.

2. Format of Reports. All reports shall be in concise narrative and/or statistical form and shall provide information with sufficient detail to allow for evaluation of services and/or activities provided. Tables and exhibits may be substituted for narrative descriptions, where appropriate.

B. Evaluation. The Sub-Recipient agrees to cooperate with UWCA, JCDH and the CDC in their efforts to evaluate the activities of the Sub-Recipient, project(s) and/or initiative(s) as a whole.

C. Failure to Report or Unreasonable Failure to Make Progress. Failure to produce timely and adequate reports, or reports which evidence a lack of significant progress in achieving the results intended by this Agreement, may result in termination of this Agreement.

Furthermore, UWCA reserves the right to terminate this Agreement if it determines the Sub-Recipient has failed to provide services contracted for that meet the standards of CPPW-Obesity and/or the JCDH and/or the CDC, and the Sub-Recipient fails to demonstrate an adequate strategy to address problems and/or obstacles to that progress.

ARTICLE IX: AUDIT

Each Sub-Recipient shall comply fully with any federal, state or local audit requirements attendant to its funding and/or corporate requirements. The Sub-Recipient shall provide UWCA a copy of each completed audit within 30 days of the date of the audit report.

ARTICLE X: INDEPENDENT PARTIES

The Sub-Recipient is an independent contractor, and is not an employee, agent, partner or joint venturer of UWCA. The Sub-Recipient shall perform the services contained herein in accordance with accepted industry standards of performance governing Sub-Recipient's profession or occupation. In no event shall either party be liable for the debts or obligations of the other party, except as provided in this Agreement.

The Sub-Recipient, together with Sub-Recipient's employees, agents and contractors, shall not have any claim against UWCA under this Agreement, including but not limited to, claims for vacation or vacation pay, sick leave, retirement benefits, social security, workers' compensation benefits, health insurance or benefits, professional malpractice benefits, or unemployment compensation benefits. The Sub-Recipient agrees to indemnify and hold UWCA harmless from and against all costs, attorneys' fees and liabilities that the UWCA incurs in defending itself in any legal action brought by the Sub-Recipient, or any of Sub-Recipient's employees, as a result of employment or employment-related claims.

The Sub-Recipient, to the fullest extent allowed by Alabama law, indemnifies and holds harmless the United Way of Central Alabama and its officers, agents, servants and employees from any and all claims (including damages, expenses, costs and reasonable attorney's fees) arising out of or relating to acts or omissions committed by the Sub-Recipient in the performance of this Agreement, or from any violation of law by Sub-Recipient.

ARTICLE XI: TERMINATION

This Agreement may be terminated under the following conditions:

(A) Without Cause. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination stated in the notice, or such period as the parties mutually agree to in writing.

(B) For Cause. If the SubRecipient fails to fulfill its obligations, UWCA may terminate this Agreement by giving written notice to the SubRecipient at least seven (7) calendar days before the effective date of termination stated in the notice.

(C) Emergency. UWCA may terminate or suspend this Agreement immediately, following consultation with and agreement by JCDH, by providing written notice to the Sub-Recipient stating the grounds for UWCA's actions. Such notice shall be given by certified mail, handcarried letter or other appropriate written means (including facsimile or email transmittal) if UWCA determines that immediate action is necessary to protect local, state and/or federal funds or property. Such termination or suspension action shall be effective upon the giving of notice by UWCA, notwithstanding the time of receipt of such notice by Sub-Recipient.

(D) Notwithstanding the above, in the event of termination, the SubRecipient shall not be relieved of liability for injury or damages sustained by UWCA, or any other person, firm or entity, by virtue of any breach of this Agreement by the SubRecipient. Rather, Sub-Recipient shall remain fully liable to UWCA for all such damages, and UWCA shall be authorized to setoff the amount of estimated damages from payments otherwise due to SubRecipient, until such time as the exact amount of any damages due to UWCA from the Sub-Recipient may be determined.

ARTICLE XII: OBLIGATION IN EVENT OF TERMINATION AND EXPIRATION

Upon termination, or as of the expiration of the term of this Agreement, all finished or unfinished documents, data, studies and reports prepared by the Sub-Recipient pursuant to this Agreement shall become the property of UWCA. Sub-Recipient shall be required to obtain "works made for hire" agreements from any employees, contractors or agents of Sub-Recipient, relinquishing to UWCA any rights such employees, contractors or agents might otherwise assert in any works prepared in the performance of this Agreement.

Subject to UWCA's setoff rights in Article XI hereof, and subject to the availability of CPPW-Obesity funds, UWCA shall promptly pay the Sub-Recipient for all services performed by SubRecipient to the effective date of termination, provided that the Sub-Recipient submits to UWCA properly documented and completed invoices no later than two (2) weeks after the effective date of termination.

ARTICLE XIII: CONFIDENTIALITY

The Sub-Recipient acknowledges that in the performance of this Agreement it will acquire or have access to, and may become the holder of, personal data, business plans or strategies, or other information deemed confidential by UWCA, the State of Alabama or federal law. The SubRecipient agrees to maintain the confidentiality of all such data and information, to take reasonable steps to insure the physical security of such data or information under its control, and not to release or disclose any such data and information except as necessary in its performance of this Agreement. Any exceptions to this confidentiality obligation must be approved in advance, by UWCA, in writing.

ARTICLE XIV: PUBLICATION, REPRODUCTIONS AND USE OF MATERIAL

All published reports and printed material prepared by or on behalf of Sub-Recipient relating to CPPW-Obesity shall be in cooperation with, shall be authorized by, and shall appropriately acknowledge the collaboration and support of UWCA, JCDH and the CDC. No material prepared in whole or in part by Sub-Recipient under this Agreement shall be subject to copyright in the United States of America or in any other country. UWCA and JCDH shall have unrestricted authority to disclose, distribute and otherwise use, in whole or in part, any reports, data, or materials prepared by or on behalf of SubRecipient under this Agreement.

ARTICLE XV: ASSIGNMENT BY SUB-RECIPIENT

The Sub-Recipient shall not assign or in any way transfer any interest in this Agreement.

ARTICLE XVI: ASSUMPTION OF RISK

Sub-Recipient hereby agrees that it shall assume and bear the entire risk of loss and of damage caused solely by its negligence or the sole negligence of its agents, servants or employees incident to the performance of their respective duties hereunder.

ARTICLE XVII: CHOICE OF LAW

This Agreement shall be construed under and governed by the laws of the State of Alabama. The Sub-Recipient agrees that any legal proceedings arising under this Agreement shall be brought only in a court of competent jurisdiction in Jefferson County, Alabama. This article shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

ARTICLE XVIII: FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since performance dates of this Agreement are important to the implementation of essential UWCA work, in the event of continued failure to perform for period aggregating thirty (30) or more calendar days, even for causes beyond the control of the SubRecipient, UWCA shall have the right to terminate this Agreement without termination costs or penalties.

ARTICLE XIX: NOTICE

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed effective when delivered to either party or deposited in the U.S. Mail, postage prepaid and addressed as follows:

To UWCA: John Andrew Langloh
President and CEO
United Way of Central Alabama, Inc.
3600 8th Avenue, South
P.O. Box 320189
Birmingham, AL 352320189

To SubRecipient: Jefferson County Department of Land Planning and Development Services
Jefferson County Courthouse
Room 260
716 Richard Arrington Jr Blvd N
Birmingham, AL 35203

ARTICLE XX: SEVERABILITY

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.

ARTICLE XXI: HEADINGS AND INTERPRETATIONS

The headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

ARTICLE XXII: WAIVERS

All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written amendment. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

ARTICLE XXIII: AMENDMENT

No amendment to this Agreement shall be effective unless signed by authorized representatives of both parties.

ARTICLE XXIV: ENTIRE AGREEMENT

This Agreement, including all attachments hereto, constitutes the entire agreement between the parties and supersedes all agreements; oral or written, between the parties on the subject matter contained herein.

ARTICLE XXV: HIPAA COMPLIANCE

Sub-Recipient, its employees, vendors, sub-sub recipients and contractors recognize, acknowledge, and hereby agree that all information or data provided pursuant to this Agreement which constitutes Protected Health Information ("P.H.I."), as defined in the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder (collectively, "HIPAA"), including the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information

Technology for Economic and Clinical Health Act ("HITECH") which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 1115) will be treated as confidential and proprietary and shall not be used or disclosed, in whole or part, to any person, firm, corporation, association, or other entity, except as provided for in this Agreement. Sub-Recipient further agrees to abide by the provisions of state and federal statutes and Medicaid and Medicare regulations regarding the confidentiality of P.H.I. and enter into a Business Associate Agreements with UWCA where required by law. Sub-Recipient's access to P.H.I. is hereby restricted to P.H.I. which is needed to fulfill the purposes/functions of this Agreement, and which is provided to Sub-Recipient by JCDH or UWCA, or of which Sub-Recipient becomes aware as a result of its performance of this Agreement. The Business Associate Agreement to be entered into between UWCA and Sub-Recipient as required hereby shall be in form of Attachment C to this Agreement. To the extent required by law and not otherwise, Sub-Recipient does hereby assure JCDH and UWCA that Sub-Recipient will appropriately safeguard P.H.I. made available to Sub-Recipient by JCDH or UWCA or learned of by Sub-Recipient in its performance of this Agreement. In implementation of such assurance and without limiting the obligations of Sub-Recipient otherwise set forth in this Agreement or imposed by applicable law, Sub-Recipient hereby agrees to comply with applicable requirements of law relating to P.H.I. and with respect to any task or other activity Sub-Recipient performs on behalf of JCDH or UWCA, to the extent UWCA would be required to comply with such requirements. Sub-Recipient agrees that it: (i) will not use or further disclose P.H.I. other than as permitted or required by this Agreement or further disclose P.H.I. in a manner that would violate the requirements of applicable law, if done by UWCA; (ii) will use reasonable safeguards to prevent unauthorized use or disclosure of P.H.I.; (iii) will report to UWCA any use or disclosure of P.H.I. not provided for by this Agreement of which Sub-Recipient becomes aware; (iv) will use reasonable efforts to ensure that any sub-recipients or agents to whom Sub-Recipient provides P.H.I. received from the JCDH or UWCA, agree to the same restrictions and conditions that apply to Sub-Recipient with respect to such P.H.I.; and (v) will make Sub-Recipient's internal practices, books and records, if any, relating to the use and disclosure of P.H.I. received from JCDH or UWCA available to UWCA and to the Secretary of the United States Department of Health and Human Services, for purposes of determining Sub-Recipient's compliance with applicable law. In all events, Sub-Recipient shall immediately notify UWCA in writing upon receipt by Sub-Recipient of any such request. At termination of this Agreement, Sub-Recipient will return or destroy all P.H.I. received from JCDH or UWCA in any form that Sub-Recipient still maintains, and will retain no copies of such P.H.I. Sub-Recipient also will incorporate any amendments or

corrections to P.H.I. when notified pursuant to applicable law. Protected Health Information means individually identifiable health information that is or has been electronically transmitted or maintained by JCDH or UWCA, and includes such information in any other form. Individually Identifiable Health Information means information collected from an individual that is created by or received by JCDH or UWCA and relates to a past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and which identifies the individual, and with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

IN WITNESS WHEREOF, the parties hereto have executed the above Agreement on the day and year first written above.

UNITED WAY OF CENTRAL ALABAMA, INC.

John Andrew Langloh, President

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

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

Aug-3-2010-725

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request fo compensation from Anne-Marie Adams, Circuit Clerk- Birmingham Division for serving as Absentee Elections Manager, for the Primary Run-Off Election held on July 13, 2010, in the amount of \$8,400 (42 days @ \$200 per day), be and hereby is approved.

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

Aug-3-2010-726

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Lee Prather, Sr., Sheriff's Office to waive the ninety day for sick leave conversion, be and hereby is approved.

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

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

President

ATTEST

Minute Clerk