

STATE OF ALABAMA)

JEFFERSON COUNTY) December 13, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m. with the following members present:

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of November 22/30, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on December 6, 2011, and approved the following items to be placed on the December 13, 2011, 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 18.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 6.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 7 (excluding Item #3). An agreement with the Jefferson County Board of Education (Pinson Valley High School) was added to the agenda.
- Commissioner Stephens, Finance & Information Technology Committee Items A through L (there were no Item J or K).

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Regular Commission Meeting set for December 27, 2011 at 9:00 a.m. be held on Thursday, December 22, 2011 at 1:30 p.m. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

County Manager, Tony Petelos, stated that he has asked Travis Hulsey, Director of Revenue to temporary assist the Finance Department when the resignation of current Finance Director, Jeff Hager becomes effective.

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A Public Hearing was held to receive comments on the annexation of certain property into the Rocky Ridge Fire District. There being no comments, the Commission took the following action.

Dec-13-2011-968

WHEREAS, in accordance with Act No. 71-841, Legislature of Alabama, the Rocky Ridge Fire District has submitted a petition for annexation of property, and

WHEREAS, the Board of Trustees has certified that the annexation will result in advantage to the district and the petitioners and that at least 70% of the owners residing in the subject property have signed the petition, and are qualified electors, and

WHEREAS, the Commission has set this December 13, 2011, for a PUBLIC HEARING on the petition and following the call of the PUBLIC HEARING and opportunity provided for all interested persons to be heard, the Commission concludes that the public good and the welfare of the District require that the boundaries of the District be reestablished by inclusion of the described property as proposed by the Board of Trustees of the Rocky Ridge Fire District.

NOW THEREFORE IT IS ORDERED BY THE JEFFERSON COUNTY COMMISSION that the Petition for Annexation by the Rocky Ridge Fire District is hereby approved and the following property is included within the Rocky Ridge Fire District:

- Parcel ID # 39-01-2-000-006.001 in Section 1, Township 19 South, Range 3 West; Parcel ID # 39-01-2-000-010.000 in Section 1, Township 19 South, Range 3 West; and, Parcel ID # 39-01-2-000-011.000 in Section 1, Township 19 South, Range 3 West, all of which are situated in unincorporated Jefferson County, Alabama.

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

A Public Hearing was held to receive comments of a liquor application submitted by DOLGENCORP, LLC, applicant; Susan Leigh Lanigan, Executive VP & General Council, David Mark Tehle, Executive VP & CFO, James William Thorpe, Senior VP & Manager, Wilson Gun, Jr., Store Manager; d/b/a Dollar General Store 12094 for an 050 Retail Beer and 070 Retail Table Wine (off-premise) License. There being no comments, the Commission took the following action.

Dec-13-2011-969

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by DOLGENCORP, LLC, applicant; Susan Leigh Lanigan, Executive VP & General Council, David Mark Tehle, Executive VP & CFO, James William Thorpe, Senior VP & Manager, Wilson Gunn, Jr., Store Manager; d/b/a Dollar General Store 12094 located at 1552 Forestdale Blvd., Birmingham, AL 35214 for an 050 Retail Beer and 070 Retail Table Wine (off-premise) License, be and hereby is approved.

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

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A Public Hearing was held to receive comments on the request from U. S. Steel Corp/Twin Pines, LLC for vacation of a portion of Blue Creek Road in the Adger/Hueytown area to extend their mining operation. Concerned citizens from the Adger/Rock Mountain Lakes areas made comments to the Commission: Doug Lawrence, Buddy Hendrix, Lloyd Napier, Steve Russell, Carolyn Culpepper, Louis Russell, Mr. Windsor, Brandy Wood, Hal Hendrix, Terry Lee, Linda Martin, Bruce Russell and Ms. Bennett. Steve Ingle represented Twin Pines, LLC at the Hearing.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the vacation request be carried over to the first January, 2012 Regular Commission Meeting. Voting "Aye" Brown, Bowman, Carrington and Knight. Voting "Nay" Stephens.

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Dec-13-2011-970

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 LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Agreement with High Ground Solutions to provide user software license and support services for the RapidCast Rapid Alert & Notification System for the period January 1 - December 31, 2012 in the amount of \$2,495.

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

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Dec-13-2011-971

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 LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Amendment No. 1 to the agreement with Lawson Software to provide annual maintenance for the employee records management system for the period December 1, 2011 - November 30, 2012 in the amount of \$104,673.22.

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 County Manager be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 4-inch gravity main sewer in U.S. Highway 78W near the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and William M. Mitchell - V. P., Mitchell Investments for the construction of a sanitary sewer in the right-of-way of U.S. Highway 78W near the City of Birmingham, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION  
Permit Agreement for the Accommodation of Utility  
Facilities on Public Right-of-Way

Project Number:  
Permit No.  
P.E.  
R.O.W.  
Utilities  
Construction  
Maintenance Section  
Location of Accommodation: Milepost 137 to 138

THIS AGREEMENT is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and JEFFERSON COUNTY, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County, Alabama, said project or maintenance section being designated as \_\_\_\_\_, and consisting approximately of the following:

approximately 2 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 78W ROW near the City of Birmingham; and

WHEREAS, the STATE hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Non-point Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ 20,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work

itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

- 8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.
- 9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability ( in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.
- 10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.
- 11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.
- 12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.
- 13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.
- 14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.
- 15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.
- 16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.
- 17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS. APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

Jefferson County Commission	Environmental Service Department
WITNESS:	Tony Pelelos, County Manager

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
District Manager & Date

\_\_\_\_\_  
Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

\_\_\_\_\_  
Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this day of , 20 , by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Mitchell Investments (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing a portion of to U.S. Highway 78W near the intersection with Dugan Ave.; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter

"state property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation. and would indemnify and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of this subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefitted Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.
2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for installation of a 4 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing a portion of to U.S. Highway 78W near the intersection with Dugan Ave., which drains to the Village Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.
3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement,
4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).
5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A).
6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse the County for the cost of any such work.
7. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns. Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's' land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Mitchell Investments

William M. Mitchell - V. P.

JEFFERSON COUNTY, ALABAMA

Tony Petelos, County Manager

Jefferson County Commission

John S. Young, Jr. LLC

Receiver, Environmental Services

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

\_\_\_\_\_  
Dec-13-2011-973

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager be, and hereby is, authorized to execute an Agreement between Jefferson County and Engineering Service Associates, Inc. for a maximum contract amount of \$44,744.00. This agreement provides for Engineering Design Services for Shannon Landfill Groundwater and Erosion Mitigation Study.

A G R E E M E N T

ENGINEERING DESIGN SERVICES FOR

SHANNON LANDFILL GROUNDWATER AND EROSION MITIGATION STUDY

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between Jefferson County, Alabama, as Party of the First Part, hereinafter referred to as the OWNER, and Engineering Service Associates, Inc. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to perform studies and provide associated engineering services for the Shannon Landfill Mitigation Issues.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

#### ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the practices of the Jefferson County Environmental Services Department prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

The goals of the OWNER and CONSULTANT under this AGREEMENT are to perform engineering services including but not limited to: (1) Shannon Landfill Preliminary Assessment Monitoring; and (2) Shannon Landfill Erosion Mitigation Study.

All data collected and prepared or generated under this or any other agreement between the CONSULTANT and the OWNER shall be the property of the OWNER and shall not be released to any party without the express consent of the OWNER.

#### SECTION 1 – OBLIGATION OF THE CONSULTANT TO THE OWNER

Under this AGREEMENT, the CONSULTANT will provide the following engineering services:

1. Shannon Landfill Preliminary Assessment Monitoring
  - A. Request clarification from ADEM as to the requirements and acceptable procedures to be followed in response to the June 3, 2011 letter from ADEM.
  - B. Acquire Site Information Including Maps, Drawings and Site Inspections to determine:
    1. Site topography
    2. Property boundaries
    3. Location of landfill areas and limits of waste
    4. Monitoring Well locations
    5. Structures and roads
    6. Surrounding properties and owner identification
    7. Creeks, drainage features and water bodies collecting site runoff
    8. Potential deficiencies in landfill cap integrity/waste containment
  - C. Evaluate existing groundwater monitoring records and historical data.
  - D. Supervise, coordinate, and review work of Registered Geologist in evaluating existing groundwater monitoring program.
  - E. Conduct one (1) round of well sampling from the two remaining landfill groundwater monitoring wells to perform barium testing on filtered and unfiltered samples.
  - F. Conduct barium testing on one (1) sample of water collected from Shades Creek at a location upstream of the landfill.
  - G. Evaluate barium testing results to formulate a plan for Corrective Measures, if needed.
  - H. Develop Maps, Drawings, Figures, and/or Data Tables for inclusion in a Final Report presenting and discussing the results and recommendations from the Preliminary Assessment Monitoring Program. This Final Report will also serve as the basis for response to ADEM.
2. Shannon Landfill Erosion Mitigation Study
  - A. Perform site inspections to determine the location, extent and cause of erosion at the Shannon Landfill.
  - B. Locate, by GPS, current major erosion issues.
  - C. As much as possible, evaluate current erosion issues to determine the extent this erosion is affecting landfill containment integrity.
  - D. Identify and make recommendations for Erosion Mitigation Procedures and Materials.
  - E. Develop an Opinion of Probable Construction Cost for the implementation of recommended Erosion Mitigation Procedures.
  - F. Develop Maps, Drawings, Figures, and/or Data Tables for inclusion in a Final Report presenting and discussing the results and recommendations from the Erosion Mitigation Study.
3. Keep confidential all records.
4. Perform all work in accordance with standards and practices adopted by the Jefferson County Environmental Services Department.
5. Provide a compact disk with all associated data in electronic format.

#### SECTION 2 - OBLIGATION OF THE OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.

2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the site.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER'S representative with respect to the work to be performed under this AGREEMENT.
4. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
5. Assume all costs of public hearings, if required.
6. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
7. Give prompt written notice to the CONSULTANT whenever the OWNER's observer, or otherwise, becomes aware of any defect in the project.

SECTION 3 - CONFERENCES AND VISITS TO SITE

1. Conferences will be held at the request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of the project.
2. Request for visits to the site may be made by the OWNER or by the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days following receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. Work shall begin on the date of the Notice to Proceed and continue for sixty (60) days or until project completion.
3. In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. At the completion of this contract, the OWNER and the CONSULTANT may decide at the OWNER'S option to enter into negotiations to extend the scope of work and time of the contract.

ARTICLE III - PAYMENT

SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise herein, subject to and in conformity with all provisions of this AGREEMENT, the OWNER will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, the OWNER will pay the CONSULTANT based on actual allowable expenses not to exceed the proposed costs of \$39,950.00, (Thirty-Nine Thousand, Nine Hundred Fifty Dollars), plus a fixed professional fee of \$4,794.00, (Four Thousand, Seven Hundred Ninety-Four Dollars) for a total "cost plus fixed fee" contract in the amount of \$44,744.00, (Forty-Four Thousand, Seven Hundred Forty-Four Dollars), as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Engineering Services	\$34,000.00
Other Direct Cost	\$700.00
Subconsultants	\$5,250.00
Professional Fee	\$4,794.00
Total Contract Amount	\$44,744.00

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract based on a sixty (60) day study time. The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT.

Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the OWNER and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

SECTION 2

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the OWNER for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the OWNER.

ARTICLE IV - MISCELLANEOUS PROVISIONS

## SECTION 1 - CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the OWNER may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the OWNER in writing and receive approval from the OWNER prior to performing such work. In the event the OWNER determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the OWNER. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fees or cost ceiling will be made on a proportionate basis.

## SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the OWNER all documents and data pertaining to the work or to the project, which material shall become the property of the OWNER. All original tracings or maps and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the OWNER shall be the property of the OWNER and shall not be released to any other party without the consent of the Director of Environmental Services.

## SECTION 3 - CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

## SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the OWNER may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.
2. In the event that delays are deemed avoidable by the OWNER and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

## SECTION 5 - TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to abandon or terminate this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.
2. The OWNER has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the OWNER shall apply the following:
  - A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
  - B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
  - C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

## SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the OWNER for Consultant's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:
  - A. Substantial evidence and belief that the progress being made by the Consultant is insufficient to complete the Work within the specified time.
  - B. Deliberate failure on the part of the Consultant to proceed with the Work when so instructed by the OWNER or to observe any requirement of these Specifications.
  - C. Failure on the part of the Consultant to promptly make good any defects in the work that may be called to his attention by the OWNER.
  - D. In case the Consultant becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
2. Before the Contract is terminated, the Consultant will first be notified in writing by the OWNER of the conditions which make



termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the Consultant to correct the conditions for which complaint is made, the OWNER may declare the Contract terminated and will notify the Consultant accordingly.

3. Upon receipt of notice from the OWNER that the Contract has been terminated, the Consultant shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The OWNER may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the Consultant) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the OWNER by the Consultant.

**SECTION 7 – CONTROVERSY**

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

**SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY**

1. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

2. The CONSULTANT agrees to indemnify, hold harmless and defend the Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "OWNER"), from and against any and all loss, expense against or imposed upon OWNER because of bodily injury, death or property damage, real or personal, including loss of use thereof to the extent arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the CONSULTANT shall file with the OWNER a certificate from his insurer showing the amount of insurance carried and the risk covered thereby or a copy of the required insurance policies with a minimum as follows:

General Liability and Property Damage.....	\$300,000.00
Automobile and Truck Bodily Injury Liability.....	\$300,000.00
Workers Compensation.....	Statutory
Professional Liability.....	\$1,000,000.00 each claim

A 30 day notification is required from the insurer to the OWNER for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the OWNER within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

**SECTION 9 - GENERAL COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

**SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER**

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the OWNER, its successors or assigns. Any attempt to assign this contract without the written consent of the OWNER is null and void.

**SECTION 11 - EMPLOYMENT OF OWNER WORKERS**

1. The CONSULTANT shall not engage, in full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employment of the OWNER, except regularly retired employees, without written consent of the public employer of such person.

2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

3. No OWNER official, employee of the OWNER, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the OWNER and in accordance with the established policies, practices and procedures of the Jefferson County Environmental Services Department.

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the OWNER are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the OWNER funds under the terms of the contract, for inspection by the OWNER, or any authorized representative of the OWNER, and copies thereof shall be furnished if requested.

2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

A. Non-Discrimination:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

B. Solicitations of Subcontractor, Including Procurement or Materials and Equipment:

In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

C. Sanctions of Noncompliance:

In the event of the CONSULTANT'S noncompliance with any provisions of this contract, the OWNER shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 14 - 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 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.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the OWNER beyond the monies available for that purpose.

2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the OWNER by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama or of the OWNER, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Engineering Service Associates, Inc. on the \_ 30th \_ day of August , 2011, and the OWNER on the day of , 2011.

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

Tony Petelos, County Manager

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.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
12/13/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1003647	DOUG TURNER	REFUND FOR EXPIRED RESIDENT BETTY TURNER	CO HOME: BUSINESS OFFICE	1,239.78	1900054330
DISTRICT 1	1018655	SOCIAL SEC ADMIN	REFUND FOR DISCHARGED RESIDENT SHARLYNE SWEIGARD	CO HOME: BUSINESS OFFICE	386.31	1900054335
DISTRICT 1	1019059	MARY T WADDELL	REFUND FOR DISCHARGED RESIDENT RUTH PERRY	CO HOME: BUSINESS OFFICE	2,057.82	1900054324
DISTRICT 1	1020175	SUE AMASON	REFUND FOR DISCHARGED RESIDENT MILDRED BARKER	CO HOME: BUSINESS OFFICE	2,266.29	1900054303
DISTRICT 1	1021332	HERSHEL YATES	REFUND FOR DISCHARGED RESIDENT LOLA YATES	CO HOME: BUSINESS OFFICE	557.30	1900054334
DISTRICT 1	1021334	CORA BOYKINS	REFUND FOR DISCHARGED RESIDENT WILLIE MORGAN	CO HOME: BUSINESS OFFICE	28.13	1900054322
DISTRICT 1	1022459	IRMA LONDON	REFUND FOR EXPIRED RESIDENT BERTHA WHITE	CO HOME: BUSINESS OFFICE	373.33	1900054332
DISTRICT 1	1025484	JERRY WHITEHEAD	REFUND FOR DISCHARGED RESIDENT VELMA WHITEHEAD	CO HOME: BUSINESS OFFICE	195.17	1900054333
DISTRICT 1	1025645	PAULINE HOOD	REFUND FOR RESIDENT FRANK HOWARD	CO HOME: BUSINESS OFFICE	457.43	1900054315
DISTRICT 1	1026259	EST ROBERT SHARRITT	REFUND FOR EXPIRED RESIDENT ROBERT SHARRITT	CO HOME: BUSINESS OFFICE	315.82	1900054336
DISTRICT 1	1028577	DORIS STEPHENSON	REFUND FOR DISCHARGED RESIDENT ERNEST STEPHENSON	CO HOME: BUSINESS OFFICE	630.38	1900054326
DISTRICT 1	1028578	ELIZABETH EARL	REFUND FOR DISCHARGED RESIDENT HELEN EARL	CO HOME: BUSINESS OFFICE	2,520.11	1900054308
DISTRICT 1	1028579	GARY CRIDER	REFUND FOR DISCHARGED RESIDENT GROVER CRIDER	CO HOME: BUSINESS OFFICE	1,302.02	1900054306
DISTRICT 1	1028580	ROBERT LEAGUE	REFUND FOR DISCHARGED RESIDENT IVA LEAGUE	CO HOME: BUSINESS OFFICE	395.54	1900054319
DISTRICT 1	1028581	TERRY REED	REFUND FOR DISCHARGED RESIDENT LORENA REID	CO HOME: BUSINESS OFFICE	565.32	1900054325
DISTRICT 1	1028582	NORMA CAIN	REFUND FOR DISCHARGED RESIDENT MARVIN CAIN	CO HOME: BUSINESS OFFICE	671.88	1900054305
DISTRICT 1	1028583	NANCY YOUNG	REFUND FOR DISCHARGED RESIDENT WALTER TAYLOR	CO HOME: BUSINESS OFFICE	628.00	1900054328
DISTRICT 1	1028585	RONALD NORMAN	REFUND FOR DISCHARGED RESIDENT FAYE NORMAN	CO HOME: BUSINESS OFFICE	2,328.75	1900054323
DISTRICT 1	1028597	WENDY VINCENT	REFUND FOR EXPIRED RESIDENT CHRISTINE MASSENGILL	CO HOME: BUSINESS OFFICE	605.26	1900054320
DISTRICT 1	1028598	PAUL REYNOLDS	REFUND FOR EXPIRED RESIDENT FLORA ECHOLS	CO HOME: BUSINESS OFFICE	303.12	1900054310
DISTRICT 1	1028601	KENNETH WALKER	REFUND FOR DISCHARGED RESIDENT KENNETH WALKER	CO HOME: BUSINESS OFFICE	160.53	1900054331
DISTRICT 1	1028602	LOLA TAYLOR	REFUND FOR DISCHARGED RESIDENT LOLA TAYLOR	CO HOME: BUSINESS OFFICE	228.43	1900054327
DISTRICT 1	1028604	MARY HORTON	REFUND FOR DISCHARGED RESIDENT MARY HORTON	CO HOME: BUSINESS OFFICE	780.84	1900054314
DISTRICT 1	1028605	SHIRLEY TOYER	REFUND FOR DISCHARGED RESIDENT SHIRLEY TOYER	CO HOME: BUSINESS OFFICE	270.11	1900054329
DISTRICT 1	1028716	JUDY SULLIVAN	REFUND FOR DISCHARGED RESIDENT RACHEL FRANKS	CO HOME: BUSINESS OFFICE	396.02	1900054312
DISTRICT 1	1028717	ANN KIRKLAND	REFUND FOR DISCHARGED RESIDENT MARY KEY	CO HOME: BUSINESS OFFICE	150.00	1900054316
DISTRICT 1	1028718	ROLAND LARKIN	REFUND FOR DISCHARGED RESIDENT JOHNNIE LARKIN	CO HOME: BUSINESS OFFICE	7.71	1900054317
DISTRICT 1	1028719	DELLA MILLER	REFUND FOR EXPRED RESIDENT REBECCA MILLER	CO HOME: BUSINESS OFFICE	170.89	1900054321
*DISTRICT 1					19,992.29	
DISTRICT 2	1000193	JEFF CO TREASURER	PETTY CASH COM DEV: LIEN RELEASES & LAND VACATION	COMMUNITY DEVELOPMENT	27.00	1900054313
DISTRICT 2	1000193	JEFF CO TREASURER	HERBICIDE APPLICATOR'SLICENSE & DIAGNOSTIC FEES	R&T: HIGHWAY MAINT-BESSEMER	120.00	1900054409
*DISTRICT 2					147.00	
DISTRICT 3	1000193	JEFF CO TREASURER	REPAIR OF TV'S	SHER CORRECT-BIRMINGHAM	100.00	1900054286
DISTRICT 3	1000301	INTL ASSOC ASSESSING	IAAA0 MIKE CALLAHAN 1/1/12 - 12/31/12	BD OF EQUAL - BESS STATE	175.00	1900054504
DISTRICT 3	1000301	INTL ASSOC ASSESSING	JANE MARDIS 1/1/12 - 12/31/12 MEMBERSHIP	BD OF EQUAL - BESS STATE	175.00	1900054505
DISTRICT 3	1000301	INTL ASSOC ASSESSING	NEW MEMBER 2 YEARS SPECIAL 1/1/12 - 12/31/13	BD OF EQUAL - BHAM STATE	200.00	1900054506
DISTRICT 3	1006153	JANET BELL	REIMBURSEMENT FOR AL III: MAPPING CLASS	TAX ASSESS BESS MAPPING & APPR	104.89	1900053994
*DISTRICT 3					754.89	
DISTRICT 4	1000193	JEFF CO TREASURER	REFRESHMENTS FOR COMMITTEE MEETING/TRAINING	FC ADMIN SERVICES	59.17	1900054285
DISTRICT 4	1000193	JEFF CO TREASURER	FOOD FOR WORKSHOPS 11/11/11 & 11/12/11	LAND DEVELOPMENT	75.51	1900054410
DISTRICT 4	1000193	JEFF CO TREASURER	EMA - CHINESE DELAGATION 11/4 - PROPANE	EMA	308.73	1900054483
DISTRICT 4	1000193	JEFF CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	475.00	1900054490
DISTRICT 4	1000193	JEFF CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	430.00	1900054485
DISTRICT 4	1001431	JEFF MCGEE	MILEAGE FOR JEFF MCGEE	FC JUVENILE PROBATION	109.35	1900054337
DISTRICT 4	1002112	NAT CTR ST COURTS	2011-2012 MEMBERSHIP DUES FOR JEFF MCGEE	FC ADMINISTRATION	125.00	1900054190
*DISTRICT 4					1,582.76	
DISTRICT 5	1004490	CAMILLE THERIAQUE	ASSESSOR_CAMILLETHERIAQUE_1011FFIGHTERFAODEV	PER BD: TESTING	146.87	1900054431
DISTRICT 5	1025255	GRANVILLE WHITE	ASSESSOR_GRANVILLEWHITE_1011FFIGHTERFAODEV	PER BD: TESTING	162.15	1900054372
DISTRICT 5	1025885	JAMES DUNCAN	ASSESSOR_JAMES DUNCAN_1011FFIGHTERFAODEV	PER BD: TESTING	217.45	1900054482
DISTRICT 5	1025892	TONY LAURETO	ASSESSOR_TONYLAURETO_1011FFIGHTERFAODEV	PER BD: TESTING	519.47	1900054489
DISTRICT 5	1027005	DAVID NEIGHBORS	ASSESSOR_DAVIDNEIGHBORS_1011FFIGHTERFAODEV	PER BD: TESTING	125.00	1900054432
DISTRICT 5	1027164	JOYCE MILLER BRIDGES	ASSESSOR_JOYCEMILLERBRIDGES_1011FFIGHTERFAODEV	PER BD: TESTING	258.65	1900054434
DISTRICT 5	1028771	ROBERT A HAFER	REFUND RETIREE DENTAL. PD BY MO & DED FROM CHECK	HUMAN RESOURCES ADMIN	55.42	1900054501
*DISTRICT 5					1,485.01	
**					23,961.95	

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

Dec-13-2011-974

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

DISPOSALS REQUESTED:

Five Mite Creek WWTP

160000003258	STILL	6) OBSOLETE OR NO LONGER IN DPT
160000003259	LAB OVEN	6) OBSOLETE OR NO LONGER IN DPT
160000003260	BALANCE	6) OBSOLETE OR NO LONGER IN DPT
160000003721	GAS DETECTOR	6) OBSOLETE OR NO LONGER IN DPT
140000005947	ROYAL COPIER 2218	6) OBSOLETE OR NO LONGER IN DPT

160000004600	LAWN AND GARDEN TRACTOR	6) OBSOLETE OR NO LONGER IN DPT
160000003516	KOSHIN KTR 100DS	6) OBSOLETE OR NO LONGER IN DPT
160000003517	KOSHIN KTR 100DS	6) OBSOLETE OR NO LONGER IN DPT

TRANSFERS REQUESTED:		FROM:	TO:
160000005362	Ford F-150 Extended Cab 2WD	7302	7305
160000000946	501NCH MOWER DECK ASSEM	7305	7307
160000003921	GORMAN RUPP PUMP	7305	7308
160000004202	MOWER DECK 50"	7305	7307
150000000999	YAZOO LAWN & GARDEN TRACTOR	7305	7307
160000000600	RIDING MOWER	7305	7307

Information Technology

140000002528	Unisys NX6830 Mainframe Pro	6) OBSOLETE OR NO LONGER IN DPT
070132	IBM X445	For Record Only
070154	IBM X445	For Record Only
070162	Unisys Libra 300 Mainframe Dev	For Record Only

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

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STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 10 participants

Shannon Davis	\$225.00
Kirk Epstein	\$225.00
Keith Fravert	\$225.00
Bobby Jones	\$225.00
Michael Melvin	\$225.00
Ginger Morris	\$225.00
Roy Stodghill	\$225.00
Brandon Thompson	\$225.00
Gregory Walker	\$225.00
Eric Wolfe	\$225.00

AAAO AL IIB Appraisal Manual Commercial

Bessemer, AL - February 13-17, 2012 (State funds-ACA certification)

Board of Equalization - 4 participants

Mark Wilson	\$500.00
John Michael Colburn	\$500.00
David Hinkle	\$500.00
Xavier Davis	\$500.00

IAAO 102 - Income Approach to Valuation

Hoover, AL - January 30 - February 3, 2012 (State funds-ACA certification)

Board of Equalization - 12 participants

Cleon Rogers	\$500.00
Robert Burgett	\$500.00
Dwayne Coste	\$500.00
Tyrone Long	\$500.00
Richard Quinones	\$540.00
David Ogden	\$500.00
Gene Toxey	\$500.00
Aaron Self	\$500.00
Elizabeth Vines	\$500.00
Richard Callahan	\$500.00
Jana McPherson	\$500.00
Jane Mardis	\$540.00

IAAO 312 Commercial/Industrial Modeling Concept  
Montgomery, AL - January 23-27, 2011 (State funds-ACA certification)

Individual Staff Development

Revenue

Bruce Thompson \$3,608.50

Tax Audits

Burlington, Secaucus, Union & Wayne, New Jersey - January 14-29, 2012

For Information Only

Personnel Board

Tiffany Owens \$25.00

Jefferson State General Job Fair

Birmingham, AL - November 8, 2011

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

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BUDGET TRANSACTIONS

A. POSITION CHANGES AND/OR REVENUE CHANGES

1. Emergency Management Agency \$1,000

Increase revenue and expenditures to record a donation from Alabama Power for Community Awareness Day.

2. Office of Senior Citizen Services \$129,134

Delete a Coordinator Senior Citizens (Grade 24) and an Assistant Director of OSCS (Grade 29). Budget reduction of \$129,134.

3. Tax Assessor - Birmingham \$1,771,948

Carry forward capital funds from FY2011 to FY2012 to complete the purchase of the E-Rings software and hardware. Capital funds from the State of Alabama.

B. OTHER BUDGET TRANSACTIONS

4. Cooper Green Mercy Hospital \$140,073

Shift funds and add purchasing memorandum to purchase the following equipment for surgery and outpatient clinic: electro-hydraulic table, ultra console, Provis integrated pedestals, GlideScope AVL cobalt and a Yag photodisruptor.

C. FOR INFORMATION ONLY

Personnel Board \$285,857

Delete the following four positions: Data Management Technician (Grade 19), Manager-HR Info & Technology (Grade 38), Security Officer-Part Time (Grade 12) and Data Management Specialist (Grade 25) and Assessment & Development Specialist (Grade 27). Add the following four positions: Personnel Division Manager (Grade 34), Network Systems Adm I (Grade 28), Personnel Division Manager (Grade 34) and Training Officer (Grade 31). Also, shift funds for the 2013 bid process.

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

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REQUEST FOR CERTIFICATIONS

Cooper Green Mercy Hospital - 7 East

Flexipool Staff Nurse

Cooper Green Mercy Hospital - CCU - 7 South

Staff Nurse

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

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

For Week of 11/10/2011-11/16/2011

RECOMMENDED FOR:

1. GENERAL SERVICES FROM A D 1, ATLANTA, GA, CONTRACT RENEWAL FOR ELECTRONIC SUPPLIES FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000059883 \$78,750.00 TOTAL REFERENCE BID # 229-10
2. INFORMATION TECHNOLOGY COMMUNICATIONS FROM MOTOROLA, INCORPORATED, ATLANTA, GA, FOR TWO-WAY RADIOS FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000059885 \$821,887.00 TOTAL  
STATE OF ALABAMA CONTRACT # T300
3. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM OLYMPIA SPRINKLER INSTALLATION INCORPORATED, ONEONTA, AL, FOR FIRE SPRINKLER SYSTEM INSPECTION. SAP PURCHASE ORDER # 2000059929  
\$44,015.00 TOTAL REFERENCE BID # 208-I 1
4. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM SIMPLEX GRINNELL LP, PALATINE, IL, FOR FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE. SAP PURCHASE ORDER # 2000059933  
\$51,943.00 TOTAL REFERENCE BID # 206-11
5. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, FOR MECHANICAL WATER TREATMENT. SAP PURCHASE ORDER # 2000059936 \$42,898.00 TOTAL  
REFERENCE BID # 207-11
6. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM AMERICAN RED CROSS, CHARLOTTE, NC, TO AWARD CONTRACT FOR BLOOD AND BLOOD PRODUCTS FOR THE PERIOD OF 12/06/11 - 9/30/12 TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000059982 \$200,000.00 TOTAL  
HOSPITAL GENERATED CONTRACT
7. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL (\$30,000.00) AND IMMUCOR (\$40,000.00), TO AWARD CONTRACT FOR BLOOD BANK SUPPLIES, CONTROLS AND REAGENTS FOR THE PERIOD OF 12/06/11 - 9/30/12 TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000059985, 2000059983 \$70,000.00  
TOTAL REFERENCE BID # 23-11
8. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL (\$7,000.00), POLYSCIENTIFIC (\$1,000), LEICA MICROSYSTEMS (\$5,000), TO AWARD CONTRACT FOR HISTOLOGY SUPPLIES FOR THE PERIOD OF 12/6/11 - 9/30/12 TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000059994, 2000059992, 2000059990  
\$13,000.00 TOTAL REFERENCE BID # 11-12
9. JEFFERSON REHABILITATION AND HEALTH CENTER FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, CONTRACT RENEWAL FOR OXYGEN SERVICES FOR BLOOD AND BLOOD PRODUCTS FOR THE PERIOD OF 12/6/11 - 9/30/12 TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000059999  
\$20,000.00 TOTAL REFERENCE RFP # 214-09
10. COOPER GREEN MERCY HOSPITAL FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, FOR MECHANICAL WATER TREATMENT. SAP PURCHASE ORDER # 2000059977 \$10,980.00 TOTAL REFERENCE BID # 207-11
11. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, FOR MECHANICAL WATER TREATMENT. SAP PURCHASE # 2000059975 \$6,216.00 TOTAL  
REFERENCE BID # 207-11
12. ECONOMIC DEVELOPMENT - WORKFORCE FROM TELECOMMUNICATIONS FUND, MONTGOMERY, AL, TO COVER FRAME RELAY CHARGES FOR DATA LINES PROVIDED BY THE STATE OF ALABAMA FINANCE DEPARTMENT TO ACCESS DATABASE FOR CASE MANAGEMENT FOR ALAWORKS FOR THE PERIOD OF 10/1/11 - 9/30/12.  
SAP PURCHASE ORDER # 2000059485 \$7,722.00 TOTAL

REPORTED FOR:

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAILERS BY DALE SALE INCORPORATED, BIRMINGHAM, AL, FOR ONE (1) EACH 30' MOBILE COMMUNICATION COMMAND TRAILER. SAP PURCHASE ORDER # 2000059953  
\$81,564.00 TOTAL REFERENCE BID # 19-12
2. JEFFERSON REHABILITATION AND HEALTH CENTER FROM UNIVERSAL HOSPITAL SERVICES INCORPORATED, EDINA, MN, TO PAY INVOICES FOR EQUIPMENT RENTAL, SUPPLIES AND SERVICES ALREADY RENDERED PER

REQUEST OF JRHC MEDICAL STAFF. SAP PURCHASE ORDER # 2000059621 \$22,341.04 TOTAL

Week of 11/17/2011-11/22/2011

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM KINETIC CONCEPTS INCORPORATED, HOUSTON, TX, CONTRACT RENEWAL FOR VAC PUMP EQUIPMENT RENTAL & SUPPLIES TO BE ORDERED AS NEEDED FOR THE PERIOD 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000060050 \$40,000.00 TOTAL  
AMERINET CONTRACT # VH-0500
2. JEFFERSON REHABILITATION AND HEALTH CENTER FROM UNIVERSAL HOSPITAL SERVICES, EDINA, MN, CONTRACT RENEWAL FOR MATTRESS RENTAL FOR THE PERIOD OF 10/1/11 - 9/30/12 TO BE ORDERED AS NEEDED PER USER DEPARTMENT. SAP PURCHASE ORDER # 2000060049 \$40,000.00 TOTAL  
REFERENCE BID # 29-10 (COMPANY CHANGED NAMES)
3. ECONOMIC DEVELOPMENT - WORKFORCE FROM GROVE PARTNERS OF BIRMINGHAM D/B/A BONUS BUILDING CARE, NASHVILLE, TN, TO PROVIDE JANITORIAL CLEANING SERVICES - CARPET CLEANING, FLOOR STRIPPING AND SEALING. SAP PURCHASE ORDER # 2000060082 \$11,949.36 TOTAL REFERENCE BID # 209-10
4. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GS FROM WILBUR CORPORATION, TRUSSVILLE, AL, FOR AERATOR/WATER PIPING REPAIRS. SAP PURCHASE ORDER # 2000060222 \$8,735.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM HOSPIRA WORLDWIDE INCORPORATED, CHICAGO, IL, FOR PARTS FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICE. SAP PURCHASE ORDER # 2000060237 \$7,780.50 TOTAL
6. BULK STORES, JEFFERSON REHABILITATION AND HEALTH CENTER FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD CAN LINERS. REFERENCE BID 4 188-11 \$152,436.12 TOTAL
7. COOPER GREEN MERCY HOSPITAL FROM MERCY EMERGENCY PHYSICIANS, TRAVERSE CITY, MI, TO PAY INVOICE NO. 999242 FOR ADDITIONAL MID-LEVEL PHYSICIAN COVERAGE. SAP PURCHASE ORDER # 2000060223 \$23,325.04 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM SILVERSTONE INTERNATIONAL, BIRMINGHAM, AL, PER INVOICE - PAYMENT IS FOR PHASE I. HOWEVER, CONTRACT STATES PHASE I TOTAL IS \$10,000 TO BE COMPLETED BY OCTOBER 2010 AND PHASE 11 TOTAL IS \$40,000 TO BE COMPLETED BY NOVEMBER 2010. THE AMOUNT REFERENCED IS FOR PHASE 11; THE DESCRIPTION LISTED ON INVOICE 33164 STATES PHASE I (INVOICE 33164 DATE STATES JULY 2011). SAP PURCHASE ORDER # 2000059811 \$40,000.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL FROM STELLA SEAGLE, ALABASTER, AL, TO PAY FOR ABSTRACTING SERVICES FOR JUNE - AUGUST 2011. BUYER/PURCHASING HAVE NO RECORDS SHOWING CONTRACT RENEWED AFTER 9/30/2010. ORIGINAL CONTRACT STATED NOT TO EXCEED \$5,000.00. SAP PURCHASE ORDER # 2000059812 \$5,725.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL FROM TRANSUNION, CHICAGO, IL, FOR CREDIT REPORTING SERVICES. PREVIOUS CONTRACT EXTENDED/EXPIRED ON SEPTEMBER 30, 2011. PURCHASING DEPARTMENT DOES NOT HAVE ANY DOCUMENTATION SHOWING CONTRACT RENEWAL. SAP PURCHASE ORDER # 2000059914 \$12,000.00 TOTAL
11. ROADS AND TRANSPORTATION FROM HELENA CHEMICALS, SELMA, AL, TO AWARD CONTRACT FOR REPETITIVE HERBICIDE CHEMICAL PURCHASES FOR THE PERIOD OF 12/13/11 -9/30/12. REFERENCE BID # 3-12R \$25,000.00 TOTAL DEPARTMENT BUDGET
12. COOPER GREEN MERCY HOSPITAL FROM MAGIC STITCHES LLC, BIRMINGHAM, AL, TO PURCHASE PROMOTIONAL ITEMS WITH LOGO FOR ECONOMIC DEVELOPMENT WORKFORCE INVESTMENT. SAP PURCHASE ORDER # 2000059724 \$6,613.50 TOTAL
13. OFFICE OF SENIOR CITIZENS SERVICES FROM JEFFERSON COUNTY COUNCIL ON AGING, BIRMINGHAM, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER FROM ADDITIONAL GRANT. SAP PURCHASE ORDER # 2000059829 \$1,408.00 TOTAL
14. COOPER GREEN MERCY HOSPITAL FROM AMSOL LLC, HIGHPOINT, NC, TO COVER OPEN AMSOL PLACEMENT FEE FOR DR. HUBERT RODRIQUES, INVOICE NO. 10248. SAP PURCHASE ORDER # 2000060229 \$15,000.00 TOTAL
15. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM JOHNSON AND JOHNSON, ATLANTA, GA, TO ORDER THERMACHOICE III (ABLATION KITS) FOR SURGERY UPON APPROVAL OF COUNTY COMMISSION. SAP PURCHASE ORDER # 2000060104 \$22,880.00 TOTAL
16. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM STRYKER ENDOSCOPY, CHICAGO, IL, TO PURCHASE

- FLYTE HOOD AND FLYTE 120V CHARGER. SAP PURCHASE ORDER # 2000060119 \$8,103.00 TOTAL
17. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM COLLEGE OF AMERICAN PATHOLOGISTS, NORTHFIELD, IL, FOR CAP LABORATORY PROFICIENCY TESTING FOR FISCAL YEAR 2012.  
SAP PURCHASE ORDER # 2000060232 \$16,029.00 TOTAL
18. JEFFERSON REHABILITATION AND HEALTH CENTER FROM ZEP MANUFACTURING COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ODOR CONTROL SERVICES FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000060090 \$6,000.00 TOTAL REFERENCE BID # 150-10

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM CARDIOVASCULAR SYSTEMS INCORPORATED, PALATINE, IL, TO PAY INVOICE ONLY FOR VASCULAR ITEMS ORDERED FROM REFERENCED VENDOR BY KIM CROSBY ON BEHALF OF DR. FARRAH FOR PATIENT WITHOUT GOING THROUGH PURCHASING PROCESS.  
SAP PURCHASE ORDER # 2000060132 \$9,990.00 TOTAL
2. SHERIFF DEPARTMENT BIRMINGHAM ENFORCEMENT FROM ALABAMA CRIMINAL JUSTICE, MONTGOMERY, AL, TO PAY INVOICE (NO. 16837) FOR THE ALABAMA CRIMINAL ONLINE DATA INFORMATION ACCESS SERVICES FOR THE PERIOD OF 7/1/11 -9/30/11. SAP PURCHASE ORDER # 2000060077 \$18,660.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM BECKMAN COULTER INCORPORATED, BREA, CA, PAYMENT FOR OUTSTANDING LABORATORY SUPPLIES. SAP PURCHASE ORDER # 2000060227 \$20,080.65 TOTAL
4. INFORMATION TECHNOLOGY SERVICES FROM UNISYS CORPORATION, RESTON, VA, FOR LIBRA 450100MIPS MAINFRAME, LIBRA 40 40MIPS DEVELOPMENT BOX AND EMC VNX5700 DISK STORAGE DEVICE, MAINTENANCE SERVICES, SOFTWARE LICENSE AND SUBSCRIPTION PLAN FOR FISCAL YEAR 2012.  
SAP PURCHASE ORDER # 2000060238 \$134,793.48 TOTAL  
SETTLEMENT AGREEMENT SCHEDULE ORDER # 01120057. COMMISSION APPROVED ON 4/26/11; MB: 161; PAGES: 492-495.
5. SHERIFF'S ACADEMY - SHERIFF'S OFFICE FROM GULFSTATE DISTRIBUTORS, MONTGOMERY, AL, TO PURCHASE AMMUNITION AND CARTRIDGES. SAP PURCHASE ORDER # 2000059712 \$7,572.00 TOTAL

For Week of 11/23/2011-11/30/2011

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRC STAFFING SERVICES, ATLANTA, GA, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY NURSE STAFFING (CONTRACT EXCEEDED APPROVED AMOUNT BEFORE CONTRACT END DATE).  
SAP PURCHASE ORDER # 2000058765 \$100,000.00 TOTAL REFERENCE BID # 161-09R
2. JEFFERSON REHABILITATION AND HEALTH CENTER FROM RX ADVANTAGE, DAPHNE, AL, OPEN PURCHASE ORDER FOR PAYMENT OF PHARMACEUTICAL SERVICES FOR FY 2012. SAP PURCHASE ORDER # 2000060413 \$20,768.15 TOTAL REFERENCE BID # 66-10 CLARITY CONTRACT # CON-00000819
3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SIEMENS MICROSCAN SUPPLIES, ALPHARETTA, GA, TO PURCHASE MICROSCAN SUPPLIES FOR THE PERIOD OF 12/13/11 -9/30/12. SAP PURCHASE ORDER # 2000060440 \$18,000.00 TOTAL REFERENCE BID # 2-10
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BIOMERIEUX VITEK, ST. LOUIS, MI, TO AWARD CONTRACT AND PURCHASE MICROBIOLOGY BAC-T-LERT BOTTLES FOR THE PERIOD OF 12/13/11 - 9/30/12.  
SAP PURCHASE ORDER # 2000060438 \$18,000.000 TOTAL REFERENCE BID # 34-12
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, TO AWARD CONTRACT AND PURCHASE MICROBIOLOGY SUPPLIES FOR THE PERIOD OF 12/13/11 - 9/30/12.  
SAP PURCHASE ORDER # 2000060432 \$8,000.00 TOTAL REFERENCE BID # 34-12
6. COPPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, TO AWARD CONTRACT AND PURCHASE MICROBIOLOGY PLATED MEDIA FOR THE PERIOD OF 12/13/11 -9/30/12.  
SAP PURCHASE ORDER # 2000060433 \$8,000.00 TOTAL REFERENCE BID # 34-12
7. INFORMATION TECHNOLOGY COMMUNICATIONS (9-1-1) FROM CENTURYLINK, CAROL STREAM, IL, FOR MONTHLY TELEPHONE SERVICE. SAP PURCHASE ORDER # 2000060421 \$17,400.00 TOTAL \*SOLE SOURCE PROVIDER
8. PERSONNEL BOARD OF JEFFERSON COUNTY ALABAMA FROM LASALLE LEASING, BIRMINGHAM, AL, TO LEASE SHARP MX-M950 COPIER. SAP PURCHASE ORDER # 2000060350 \$5,968.44 TOTAL



9. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM NEWS, CHARLOTTE, NC, FOR ALL LEGAL AND DISPLAY ADVERTISING SERVICES FOR THE PERIOD OF 10/1/11 -9/30/12.  
SAP PURCHASE ORDER # 2000060449 \$5,000.00 TOTAL

REPORTED FOR:

- 1. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER, BREA, CA, PAYMENT OF PAST DUE INVOICES FOR LABORATORY SUPPLIES. SAP PURCHASE ORDER # 2000060227 \$20,768.15 TOTAL
- 2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM THE TRAVELERS INSURANCE, HARTFORD, CT, TO PAY FOR RENEWAL OF AUTO POLICY FOR THE PERIOD OF 11/1/11 -11/1/12. SAP PURCHASE ORDER # 2000060403 \$23,536.00 TOTAL \*EMERGENCY PURCHASE ORDER

ADDENDUM 1

CHANGE FROM:

RECOMMENDED FOR:

- 6. BULK STORES, JEFFERSON REHABILITATION AND HEALTH CENTER FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD CAN LINERS. REFERENCE BID # 188-11 \$152,436.12 TOTAL

CHANGE TO:

RECOMMENDED FOR:

- 6. BULK STORES, JEFFERSON REHABILITATION AND HEALTH CENTER AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD BID FOR DISPOSABLE CAN LINERS. REFERENCE BID # 188-11 \$0.00 TOTAL

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

Dec-13-2011-975

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute an agreement between Jefferson County, Alabama and Motorola to provide proprietary hardware and software maintenance for the 800 MHz public safety radio and logging systems for FY2011-2012 in the amount of \$808,433.04.

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

Dec-13-2011-976

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.

Amendment #2 to the enhanced law enforcement services agreement with the City of Pinson, to extend term until November 30, 2012.

SECOND AMENDMENT TO CONTRACT

This is the second amendment to the contract for enhanced law enforcement services previously entered into between the City of Pinson, a municipal corporation organized under the laws of the State of Alabama (the "City") and Mike Hale as Sheriff of Jefferson County, Alabama (the "Sheriff") and dated November 13, 2009 (the "Contract", attached hereto). The Contract was also the subject of an "Amendment to Contract", dated October 21, 2010, between these same parties. The effective date of this "Second Amendment to Contract" shall be October 1, 2011.

WITNESSETH:

WHEREAS, the City desires to further amend fine Contract;

WHEREAS, the Sheriff desires to further amend the Contract.

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

The Contract is hereby amended as follows:

- 1. PAYMENT BY CITY. In consideration of the: promises made herein by the Sheriff to the City, the City shall pay to the Office of Sheriff of Jefferson County the um of \$ 339,890.26 annually. The total amount reflects the cost to the Sheriff of the anticipated provision

of the services of four (4) deputy sheriffs .and their necessary equipment and vehicles. Monthly payments in the amount of \$28,324.19 are due on or before the 15<sup>th</sup> day of each month so long as this Agreement remains in effect. Payments shall be mailed to:

The Jefferson County Sheriff s Office  
Atten: Support Services  
2200 8<sup>th</sup> Avenue North  
Birmingham, AL 35203

2. PROVISION OF SERVICE BY THE SHERIFF. The Sheriff agrees to enhance law enforcement services in the City of Pinson. He anticipates that there will be four (4) deputies with patrol vehicles and equipment for a total of 40 hours per deputy for each week that this Agreement is in effect. The Sheriff anticipates that each deputy will be present within the City limits in shifts of eight consecutive hours, provided, however, the shifts themselves may or may not be consecutive, as the Sheriff, in his best judgment, determines is appropriate to enhance law enforcement in the City, except under emergency circumstances when backup assistance may be required by other deputy sheriffs, or municipal law enforcement officers. These services are to be completely paid for by the consideration paid by the City under the teams of this Agreement, which said consideration is completely separate and in addition to any and all ad valorem taxes and any other revenues paid by or received on behalf of the citizens represented by the City to the County. In recognition thereof, the Sheriff shall continue to have the obligation to provide normal services to the citizens of the City to the same degree that such services are provided to the rest of Jefferson County, and the City is not to be charged extra for those normal services.

6. TERM. This Agreement initially took effect on December 1, 2009. Its term is now extended until November 30, 2012, unless terminated in accord with. the provisions hereof Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon. written notice to the other parties to this Agreements said written notice to lie given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.

All of the other terms and conditions of the Contract shall remain the same.

Agreed upon and signed this 15<sup>th</sup> day of September, 2011 at Birmingham, Alabama.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

CITY OF PINSON

Hoyt Sanders, Mayor

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

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Dec-13-2011-977

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital (CGMH) and Birmingham Southern College for CGMH to provide clinical education for Pre-Health Program students

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

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Dec-13-2011-978

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute an Addendum to Services Agreement between Jefferson county, Alabama and SourceOne Healthcare Technologies to provide maintenance for processor, laser equipment and related item for FY2011-2012 in the amount of \$29,430.

CONTRACT #: 00003263

BID #: 224-10

SERVICE LOCATION #: 310012570

ADDENDUM TO SERVICE AGREEMENT

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 the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

TERM OF CONTRACT: Any agreement resulting from this purchase order will become effective upon award (or within 30 days of award notification, approval of the County Commission and purchase order is issued). This agreement will expire on September 30, 2012. However, the agreement may be extended, at the County's option, for a period of up to one (1) additional year and ending September 30, 2013.

PAYMENT TERMS: Payments will be Net 30.

SECTION CONTROLS CONFLICTING AMENDMENT PROVISIONS (SURVIVAL):

To the extent the provisions contained in this AMENDMENT contradicts, is inconsistent or in conflict with any prior agreements between the County and the "contractor", including any Work Orders executed pursuant to this Agreement, this AMENDMENT supersedes any conflicting or inconsistent provisions of any prior agreement and is controlling to the extent necessary to resolve such conflict or inconsistency. Any and all provisions in a prior agreement not inconsistent with the AMENDMENT remain valid and binding.

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 breach by the contractor.

Agreed upon and signed this day of , 2011, at Birmingham, Alabama.

JEFFERSON COUNTY, ALABAMA

Tony Petelos, County Manager

Jefferson County Commission

COOPER GREEN MERCY HOSPITAL:

Sandra Hullett, CEO

CONTRACTOR:

Bill Shores, Area Service Manager

SourceOne Healthcare Technologies

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

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Dec-13-2011-979

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital (CGMH) and Physica Imaging, LLC to manage the Radiation Safety Officer Program and to provide medical physics calibration services to the Radiological Department for a one year period beginning upon approval in the amount of \$24,000.

#### PERSONAL SERVICE AGREEMENT

This agreement made by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "Hospital" and Physica Imaging, LLC, hereinafter referred to as the "Contractor".

NOW THEREFORE, in consideration of the above stated and the conditions and terms set forth below, the parties hereto SPECIFICALLY 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 professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the duties and responsibilities

of the Radiation Safety Officer (RSO) program for the Hospital as listed below:

1. Review and maintain a Personnel Radiation Monitoring Control Program to assure that all employees using such materials/equipment are instructed in the proper procedures for protection from radiation exposure, to include the record keeping and maintenance of badges.
  2. Investigate all suspected radiation exposures or incidents involving radioactive materials.
  3. Interpret radiation safety regulations that may be recommended or implemented by regulatory bodies or manufacturers, and other changes with implications for radiation safety including revisions in prevailing medical opinion. Develop and recommend policies and procedures for compliance with revised regulations. Assure that the hospital management is advised at all times of measures required to maintain compliance with regulations or requirements concerning employees, patients, public safety, radiation dosage, or other related issues. Provide or specify employee training for any new or revised procedures relevant to hazards of radiation.
  4. Spend no less than 10 hours each month at the facility monitoring the radiation safety program and providing immediate advice and assistance to abate any noted deficiencies and document same.
  5. Maintain calibration of radiology, mammography, and nuclear imaging equipment.
  6. Serve as Radiation Safety Officer, as permitted by the State of Alabama or Jefferson County Health Department, to include all sections of Radiology and nuclear medicine sections.
  7. Conduct in-service meetings for purpose of training and updating Hospital personnel as required for regulatory compliance.
  8. Attend general meetings, as scheduled, which involve Joint Commission Standards and/or Radiation Safety, or due notice of any cancellation.
  9. Perform annual mammography equipment and processor performance audit and provide report of same.
  10. Perform two trimester mammography equipment performance audits and provide reports in four month intervals.
  11. Provide mammography patient dosimetry data table for posting in accordance with JCAHO recommendations.
  12. Provide consultation as needed when problems arise with mammography equipment and Processing.
  13. Carry out all requirements specified in State Board of Health regulations in Chapter 420-3-26 and any other applicable regulations.
2. TERMS OF AGREEMENT: This Agreement shall have an initial term of one (1) year term commencing on the date that it is signed by the Jefferson County Commission President. This Agreement may be renewed for successive one (1) year terms for a total of two (2) additional years with written approval by the Contractor and the Jefferson County Commission.
3. COMPENSATION: The Contractor shall be compensated for Radiation Safety Officer Services rendered at a total lump cost of \$24,000.00 per year payable in equal monthly payments of \$2000.00 per month during the term of this contract upon submission of an itemized detailed invoice.
4. 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 the same under this contract.
5. NON-DISCRIMINATING 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.
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.
7. GOVERNMENTAL REGULATIONS: The Contractor's obligations under this Contract are subject to all governmental laws and regulations federal, state, and local.
8. TERMINATION OF CONTRACT: 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.
9. 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.

10. 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. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham.

11. INSURANCE: Contractor will maintain such insurance as will protect the County from claims under Workmen's Compensation Acts and form claims for damage and/or personal injury, including death, which may arise from operations under this contract.

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 governments whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such governmental; 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. 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.

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, Alabama d/b/a Cooper Green Mercy Hospital

Tony Petelos, County Manager

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

Physica Imaging, LLC

Daniel Staton, 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.

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Dec-13-2011-980

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute a Master Sales Agreement and Continuous Product Maintenance Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and DR Systems, Inc. to provide software and hardware for unlimited DR Systems Unity Software mammo-reporting for 53,500 annual exams in the amount of \$599,692.46.

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

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Dec-13-2011-981

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute Amendment II to the agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and BC Technical, Inc. to provide maintenance for the nuclear imaging camera in the amount of \$31,112.50.

CONTRACT #00003093

NUCLEAR IMAGING CAMERA MAINTENANCE

Contract Amendment II

This Amendment to Contract entered into the 27<sup>th</sup> day of September, 2011, between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital hereafter referred to as "the County, and BC Technical, Inc. hereinafter referred to as the "Contractor", to provide Maintenance Services for Nuclear Imaging Camera.

WITNESSETH:

WHEREAS, The County desires to amend the Contract: and

WHEREAS, The Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's Invitation to Bid No. 194-09R. The Original Contract between the parties which was approved by the Jefferson County Commission on the 27<sup>th</sup> day of July 2010, recorded in Minute Book 160, pages 234-235; Amendment I, 21<sup>st</sup> day of September 2010; and recorded in Minute Book 160, pages 425-426 is hereby amended as follows:

Item 4: Amend the Terms of Agreement and Authorization to Perform Work paragraph as follows: Effective October 1, 2011, ending date September 30, 2012.

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

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

COOPER GREEN MERCY HOSPITAL

Sandra Hullett, MD

CEO/Medical Director

CONTRACTOR:

Kenneth Smith, Vice President of Sales

JEFFERSON COUNTY, ALABAMA

Tony Petelos, County 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.

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Dec-13-2011-982

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute an amendment to the agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and The Board of Trustees of the University of Alabama for the University of Alabama in Birmingham (UAB) to provide transportation of patients between CGMH and UAB Hospital to be staffed by either a nurse, respiratory therapist and physician for FY 2011-2012 in the amount of \$19,000.

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 UAB CRITICAL CARE TRANSPORT, 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 follows:

The Contract between the parties was approved by the Jefferson County Commission on the 23<sup>rd</sup> day of August, 2011 in the Minute Book 162; Page(s) 165-166 is hereby amended as follows:

Article IV: Extend the completion dated 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

Tony Petelos, County Manager

The Board of Trustees of the University of Alabama For the University of Alabama at Birmingham

Patricia Raczynski, Associate Vice President for Financial

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.

Dec-13-2011-983

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety-day period for Sick Leave Conversion for Dolphus Dale Tucker, General Services, is hereby waived and sick leave is granted beginning upon approval. All retirement papers have been submitted by employee.

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

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Dec-13-2011-984

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute the following agreement between Jefferson County, Alabama and the Jefferson County Board of Education.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Jefferson County Board of Education-Pinson Valley High School (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes that children are valuable resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and .

WHEREAS, the County Commission has determined it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2012.
2. The County shall pay to the Contractee a lump sum payment of \$608.74 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds toward technology at Pinson High School.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS PROHIBITED.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2012 whichever shall first occur. .
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee 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 Contractee 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.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Tony Petelos, County Manager

Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Phil Hammonds, Superintendent

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

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Dec-13-2011-985

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute the Memorandum of Understanding between Jefferson County, Alabama and Alabama Environmental Council to assist the County in complying with educational and training requirements of the NPDES permit. There is no cost associated with this MOU.

Memorandum of Understanding

Jefferson County Commission and Alabama Environmental Council

This Memorandum of Understanding (MOU) establishes an agreement between the Jefferson County Commission (JCC) and the Alabama Environmental Council (AEC).

The purpose of entering into this MOU is to assist JCC in complying with the education and training requirements of the National Pollutant Discharge Elimination System (NPDES) Permit, and to assist AEC in working toward its goal of environmental stewardship, with particular focus on water resources. AEC will identify areas in which the purpose and mission of each agency intersect and establish a common agenda within these areas in order to work collaboratively and/or in partnership on projects, events, trainings, publications, and other activities, to include:

- education fairs/workshops offered to students and homeowners (Rain Barrel Workshops, conservation presentations)
- water quality seminars offered to the public (low impact landscaping practices, water monitoring, etc.)
- water quality workshops offered to particular trades (recycling industry, lawn care industry, homebuilders, etc.)
- publications (posters, brochures, etc)
- and other trainings and programs developed to reflect modifications made to the County's NPDES.

The benefits of entering into this MOU include reducing expenses by sharing knowledge and resources, minimizing duplication of effort, enhancing the efficiency of stormwater pollution prevention outreach efforts, and expanding the reach of both agencies to improve stormwater quality.

JCC and AEC agree to maintain a cooperative working relationship to promote stormwater pollution prevention. This MOU does not create enforceable legal obligations, but rather is an expression of intent by the parties to work with one another as partners to reduce stormwater pollution.

Amendments or additions may be developed and implemented by mutual written agreement of the parties at any time without renegotiating the entire MOU. One or both parties also may terminate participation in this agreement after providing 30 days written notice to the other party, thereby nullifying this agreement. This agreement is effective immediately after both parties sign, and will remain in effect for both parties unless and until they choose to formally terminate.

Tony Petelos, County Manager

Jefferson County Commission

Michael Churchman, Executive Director

Alabama Environmental Council

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

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Resolution authorizing execution of an agreement between Jefferson County, Alabama, Arthur Green, Jr., District Attorney, Bessemer Division of Jefferson County, Alabama and the Bessemer Cut-Off Advocacy Center, Inc. was pulled from the agenda and carried over.



Whereas, the Alabama Administrative Office of Courts (AOC) has concluded that under current Alabama Law, the responsibility for court security is the responsibility of the County and the Sheriff, and

Whereas, courtroom security is currently provided by bailiffs in the Criminal and Family Court Divisions and these bailiffs are no longer funded by the AOC, and

Whereas, the courts in the Criminal and the Family Court Divisions cannot operate without adequate security, and

Whereas, it is in the best interest of the County for the courts to expedite cases in as timely a manner as possible,

Now, therefore be it resolved by the Jefferson County Commission that the President is hereby authorized to execute on behalf of the County an agreement with the AOC to provide reimbursement to the AOC for employment costs for said bailiffs in the Birmingham and Bessemer Divisions of the Tenth Judicial Circuit for the six month period, October 1, 2011 until March 31, 2012, of Fiscal Year 2012, not to exceed the maximum amount of \$418,692.06.

MEMORANDUM OF AGREEMENT  
BETWEEN THE ADMINISTRATIVE OFFICE OF COURTS  
AND  
THE JEFFERSON COUNTY COMMISSION

This agreement is between the Alabama Administrative Office of Courts (AOC) and the Jefferson County Commission ("Commission"). This agreement is entered into in order for the Commission to provide funding for court security in Jefferson County.

1. The Commission agrees to reimburse the AOC for the total costs of bailiffs working in the Courts of Jefferson County, Birmingham and Bessemer Divisions (the "Jefferson County Courts"), for the first six months of Fiscal Year 2012. This agreement for the period beginning October 1, 2011, until March 31, 2012, shall not exceed the maximum appropriation of \$418,692.06. The parties further agree to review the continuation of this agreement beyond the dates set forth herein. Payments shall be made by the Commission to the AOC on a quarterly basis.
2. The specific employees who will be paid from the funds provided by the Commission are those employees of the Circuit and District Criminal Judges and the Family Court Judges of the Birmingham and Bessemer Divisions of the Jefferson County Courts and have been selected and designated by the Presiding Judge of Jefferson County and identified with salaries on Exhibit A, attached. Exhibit A lists employees who were employed on October 1, 2011. During the time of this agreement, should any designated employee leave employment of the Jefferson County Courts, the Commission's obligation will be reduced correspondingly; and should any vacancy in one of the designated positions be filled, the County's obligation shall be increased correspondingly, not to exceed the maximum amount for the six months set out in paragraph one, above.
3. This agreement is for the first six months of the State's Fiscal Year 2012, beginning October 1, 2011 and ending March 31, 2012.
4. In a timely manner each quarter, the AOC will send an itemized bill to the Presiding Judge of the Tenth Judicial Circuit for audit and preparation for payment.
5. The AOC will immediately notify the Presiding Judge of the Tenth Judicial Circuit and the Chairman of the Commission in the event that the AOC receives additional funding from the Alabama Legislature or any other source for the purpose of providing bailiffs in the Tenth Judicial Circuit.
6. This agreement may be cancelled at will by the Commission upon giving written notice to the AOC at least thirty (30) days prior to such termination.
7. It is understood by the parties that Section 8 of Act No. 2011-679, the General fund Appropriations Act, authorized counties to make donations, gifts, or contributions to state department and other entities to be automatically re-appropriated to such state departments and to other entities for the purpose or purposes for which the grant or contribution was or shall be made.
8. It is understood that the failure to make payments as set forth herein will result in the layoff or termination of the designated employees listed in Exhibit A (on file in the Minute Clerk's office).

IN WITNESS WHEREOF, the parties have executed this agreement this day of December, 2011.

ALABAMA ADMINISTRATIVE OFFICE OF COURTS

Callie Dietz

Administrative Director of Courts

JEFFERSON COUNTY COMMISSION

Tony Petelos, County 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.

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Dec-13-2011-987

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

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

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

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

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Dec-13-2011-988

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manger is authorized to execute an agreement between Jefferson County, Alabama and Financial Marketing Concepts, Inc. create a discount prescription card, to provide discounts on prescription drugs, lab test and imaging test at no cost to individuals, families and County residents.

Coast2Coast Rx County Marketing Agreement

THIS MARKETING AGREEMENT dated this 13<sup>th</sup> day of December, 2011, by and between Financial Marketing Concepts, Inc., hereinafter "FMC" a Florida corporation, with its principal place of business at: 100 Executive Way, Suite 214, Ponte Vedra Beach, St. Johns

County, Florida 32082, and Jefferson an Alabama County located in the United States, hereinafter "COUNTY" headquartered 716 Richard Arrington Jr. Blvd. North, Birmingham Alabama 35203.

WITNESSETH:

WHEREAS, FMC has created a discount prescription card, to-wit: the Coast2Coast Rx card, which provides discounts on prescription drugs, lab tests and imaging tests to individuals, families, and county residents at no cost, and

WHEREAS, FMC can provide COUNTY the opportunity to offer the Coast2Coast Rx discount prescription card to its residents at no cost to the COUNTY, and

WHEREAS, COUNTY is desirous of providing the Coast2Coast Rx discount prescription card to its residents.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows:

1. Benefits. FMC will provide its Coast2Coast Rx discount prescription card at no cost to COUNTY, and will pay COUNTY a Royalty for each prescription filled under its unique code that results in a paid claim as listed on Schedule "A" hereof. In addition to the discounts on prescriptions, the card also offers discounts on imaging and lab tests through an arrangement with Prepaid Lab, LLC and Prepaid Imaging, LLC.
2. Term. This Agreement is for a period of one year and will renew at the COUNTY'S option unless COUNTY gives FMC at least thirty (30) days written notice to terminate. Royalty to COUNTY will continue to be paid by FMC as long as its residents continue to fill prescriptions under this program, as long as FMC receives its compensation for those prescriptions, and as long as this Agreement has not been terminated by COUNTY (see Schedule "A").
3. FMC's Obligations. FMC will provide to COUNTY the opportunity to provide its residents the free Coast2Coast Rx discount prescription card at no cost and will pay a Royalty to COUNTY based on the use thereof for the Coast 2Coast Rx card. The Royalty will be paid at its full rate as listed on Schedule "A" so long as COUNTY has not endorsed another discount prescription card after the execution of this Agreement. In the event COUNTY does execute an agreement with another discount prescription card after the execution of this Agreement, FMC will reduce the Royalty listed in Schedule "A" to twenty-five cents (\$.25) for every prescription filled which results in a paid claim to FMC.
  - a. FMC will print and distribute the prescription cards for the COUNTY at FMC's sole cost.
  - b. FMC will handle all administration of the card including the providing of monthly usage reports to COUNTY. FMC will assign a unique Group Code to COUNTY for cards printed by FMC so that COUNTY'S Royalty can be tracked when the card is used at participating pharmacies by COUNTY residents.
  - c. FMC will distribute its Coast2Caast Rx cards to participating pharmacies in the COUNTY and to other such governmental

offices (such as libraries, health departments, etc.) designated by the COUNTY.

d. FMC will create a private label website for the COUNTY to link to from its website that will describe the Coast2Coast Rx card program, and COUNTY residents will have the ability to print a card from such website.

e. FMC will promote the card for the COUNTY in all media formats, including newspaper, radio, and fine internet through press releases and in conjunction with the COUNTY'S efforts to promote the card to its residents.

f. FMC agrees to keep all information confidential and use it only in connection with this Agreement and the purposes intended hereunder.

4. County's Obligations: COUNTY will provide the opportunity for its residents to receive FMC's Coast2Coast Rx discount prescription card and will assist FMC in promoting the card to its residents through local media. COUNTY will conduct itself in such a manner as to reflect only the highest standards of honesty, integrity and responsibility in the promotion and representation of the Coast2Coast Rx card.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, and venue for any proceedings shall be in Jefferson County, Alabama.

6. Notice. Any notice required by this Agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

Notice for Jefferson County:  
Jefferson County Commission  
Finance Department  
Suite 810  
716 Richard Arrington Jr. Blvd N  
Birmingham, AL 35203

7. Entire Agreement. This Agreement contains all the rights, duties and obligations of each party, and this Agreement may not be modified or amended except in writing, signed by both parties.

IN WITNESS WHEREOF the parties have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

Financial Marketing Concepts, Inc.  
Edward W. Rahn  
Its: President

JEFFERSON COUNTY  
Tony Petelos, County Manager

Schedule "A"  
ROYALTY

1. Coast2Coast Rx Card. FMC has offered the opportunity for COUNTY to provide its residents, at no cost to County, with FMC's Coast2Coast Rx free discount card, and FMC agrees to pay County a royalty as listed in (2) below.

2. Royalty Paid to Count.,. Except as provided in paragraph 3 hereof, every time a member purchases a prescription through a participating pharmacy that results in a paid claim using the County's unique code and FMC receives compensation for that prescription ("paid claims"), FMC will pay COUNTY \$1.00 (\$1.00) on monthly paid claims; When the monthly paid claims exceed 1% net of the county population, FMC will pay COUNTY one dollar and twenty-five cents (\$1.25) on monthly paid claims.

The Royalty will be paid at its full rate as listed above, so long as COUNTY has not endorsed another discount prescription card after the execution of this Agreement, or terminated this Agreement. In the event COUNTY does execute an agreement with another discount prescription card after the execution of this Agreement, or does terminate this agreement, then FMC will reduce the Royalty listed in Schedule "A" to twenty-five cents (\$.25) for every prescription filled that results in a paid claim to FMC under the County code.

Royalties will be paid in the month following the month in which the prescriptions were filled, so that prescriptions filled during September will be paid at the end of October, and so on.

FMC Initials' EWR  
County Initials \_\_\_\_\_

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

BE IT RESOLVED by the Jefferson County Commission that the Agreement between the Jefferson County Housing Authority and

the Jefferson County Commission for Fair Housing Counseling Services and other services is hereby approved and that the County Manager is authorized, directed and empowered to execute said Agreement. The Agreement is in the amount of \$25,000.00 and will be paid with federal funds.

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

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Dec-13-2011-990

WHEREAS, the Consolidated Plan regulations at 24 CFR 91.520 require grantees to provide a summary of progress in carrying out the strategic plan and action plan components of the Consolidated Plan through Consolidated Annual Performance and Evaluation Reports; and

WHEREAS, the Annual Performance and Evaluation Report contains a summary of resources and programmatic accomplishments, the status of actions taken during the year to implement our overall strategy, and a self-evaluation of progress made during the past year; and

WHEREAS, Jefferson County is a recipient of CDBG, HOME, and ESG entitlement funds and has certified that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of such funds;

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the County Manager is authorized to sign the attached Consolidated Annual Performance and Evaluation Report [CAPER] for Program Year 2010.

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

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Dec-13-2011-991

WHEREAS, in accordance to HUD regulations, interest earned on CDBG Revolving Loan Fund accounts must be returned to HUD; and

WHEREAS, the CDBG Revolving Loan Fund accounts earned \$522.20 in interest on accounts; and

WHEREAS, it is necessary to return such interest earned on the Revolving Loan Fund accounts to HUD; and

WHEREAS, the interest to be returned to HUD will be wired from the Treasurer's Operating Account.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Commission that the Jefferson County Treasurer is authorized to transfer \$522.20 to HUD as indicated on the attached page and to transfer \$522.20 from the CDBG Revolving Loan Fund accounts to replenish the Treasurer's Operating Account.

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

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Dec-13-2011-992

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the County Manager is authorized to sign as Authorized Official for the Signature Cards for Sub-recipient's Expenditure Reports and Requests for Cash Advance for the WIA Program.

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

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Dec-13-2011-993

WHEREAS, a mortgage was executed by Pasco Joseph Rosato, Sr. and wife. Ruby Rosato, dated June 8, 1987 and recorded in Real 657 page 760 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

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

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

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, Tony Petelos, AS COUNTY MANAGER FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Pasco Joseph Rosato, Sr. and wife, Ruby Rosato, dated June 8, 1987, and recorded in Real 657 page 760 in the Probate Office of Jefferson County, Alabama, Bessemer Division, and the undersigned does further hereby release and satisfy said Mortgage.

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

STATE OF ALABAMA

COUNTY OF JEFFERSON

Jefferson County, Alabama, a body politic

Tony Petelos, County Manager

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.

Dec-13-2011-994

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: November 17, 2011

Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44617 - in the matter of CONDEMNATION

Jefferson County vs. Scott Holden, et al. – Tract 81 - Project No. STPBH-7002(600)

Morgan Road Improvements Agent: Mike Key

Price: \$29,930.05

Pay to the order of: Judge of Probate

Mailing Address: Probate Court

Bessemer, AL 35020

Fund #4022000000

Bus. Area #5100

GL Object #515710

Fund Center #5100000000

WBS #C.981.D

Functional Area: THRO

Check Delivery Code: 84

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

Dec-13-2011-995

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: November 18, 2011  
Purpose: Pay Oscar D. and Willodean Mann – Replacement Housing Payment for Closing Cost - Tr. 29.002O  
Project No. STPBH-7002(600) Morgan Road Improvements  
Price: \$984.03  
Pay to the order of: Oscar D. and Willodean Mann  
Mailing Address: 227 Bedford Lane  
Calera, AL 35040

Fund # 4022000000  
Bus. Area # 5100  
GL Object -# 515710  
Fund Center -# 5100000000  
WBS #C.9&1 .D  
Functional Area - THRO  
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.

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Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 816' of buried cable at Eastern Valley Road and Coleman Lake Road in McCalla.
2. AT&T Corporation to install 600' of buried cable at 8151 Russell Drive in Bucksville.
3. AT&T Corporation to install 190' of buried cable on Eastern Valley Road/Letson Farms Road and Charles Hamilton Road/McAdory School Road in Bessemer.
4. AT&T Corporation to install 9,736' of buried cable an New Mulga Loop Road in Edgewater.
5. AT&T Corporation to install 1,165.' of buried cable at 2130 Rock Mountain-Drive slang North right-of-way of Lakeside Drive in Bessemer.

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

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Dec-13-2011-996

WHEREAS, the Office of Senior Citizens Services has received a grant award in the amount of \$265,282.00 from the Alabama Department of Senior Services (ADSS) to pay wages and fringes for the support of the Title V State Senior Workers from July 1, 2011 through June 30, 2012; and

WHEREAS, a six month contract was entered into with Jefferson County Council on Aging (JCCOA) in the amount of \$132,136.50 and approved by the Commission on October 11, 2011, Minute Book 162, recorded on Pages 322-324; and

WHEREAS, the grant period is from July 1, 2011 through June 30 2012, the contract entered into with JCCOA will expire on December 30, 2011 therefore the Office of Senior Citizens is asking approval of the Commission to extend this contract through June 30, 2012.

NOW, THEREFORE BE IT RESOLVED BY THE ,JEFFERSON COUNTY COMMISSION to extend the contract with JCCOA for the remainder amount of \$133,145.50 to pay the wages and fringe benefits for 26 older adults through the Title V State Senior Workers grant.

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

Dec-13-2011-997

WHEREAS, the Office of Senior Citizens Services has received a grant award in the amount of \$626,228.00 from Senior Service America, Inc. (SSAI.) to pay wages and fringes for 76 older workers through the support of the Title V Federal Senior Workers from July 1, 2011 through June 30, 2012; and

WHEREAS, a six month contract was entered into with Jefferson County Council on Aging ( JCCOA) in the amount of \$354,185.00 and approved by the Commission on November 8, 2011, Minute Book 162, recorded on Pages 383-384; and

WHEREAS, the grant period is from July 1, 2011 through June 30 2012 the contract entered into with JCCOA will expire on December 30, 2011 therefore the Office of Senior Citizens is asking approval of the Commission to extend this contract through June 30, 2012.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to extend the contract with JCCOA for the remainder amount of \$272,043.00 to pay the wages and fringe benefits for 76 older adults through the SSAI Federal Senior Workers grant.

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

Dec-13-2011-998

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to execute Amendment No. 1 to the agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following to provide funding for operations of Senior Citizen Centers for Fiscal Year 2011 - 2012 in the amount of \$10,000 (federal funds) each.

- |                    |   |
|--------------------|---|
| City of Fultondale | Jefferson County Council on Aging - Spring Garden |
| City of Hoover     | New Hope Baptist Church                           |
| City of Morris     | New Hope South Avondale                           |
| City of Trussville |   |

Contract Amendment No. 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and \_\_\_\_\_, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, which was approved by the Commission and recorded in Minute Book \_\_\_\_ Page \_\_\_\_\_, is hereby amended as follows:

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

The dates for the center holidays are as follows:

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| November 11, 2011 Veteran's Day    | November 24-25, 2011 Thanksgiving |
| December 26-30, 2011 Christmas     | January 2, 2012 New Year's Day    |
| January 16, 2012 Martin L King Day | April 6, 2012 Easter Observed     |
| May 28, 2012 Memorial Day          | July 4-5, 2012 Independence Day   |
| September 3, 2012 Labor Day        |                                   |

Centers must maintain a daily minimum attendance of 30 seniors in order to remain opened. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

Tony Petelos, County Manager

AGENCY

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

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

Dec-13-2011-999

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from John B. Halbert, Jr., Department of Information Technology to waive the ninety-day requirement for sick leave conversion, effective January 3, 2012, be and hereby is approved.

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

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Dec-13-2011-1000

WHEREAS, Alabama Act 2011-69 authorizes the Jefferson County Manager to appoint a maximum of two at will, non-merit system Deputy County Managers to assist the County Manager in the performance of his or her duties and responsibilities; and

WHEREAS, Jefferson County Manager Tony Petelos desires to appoint Walter Jackson as Deputy County Manager; and

WHEREAS, Alabama Act 2011-69 requires that the appointment of Walter Jackson as Deputy County Manager be approved by a majority of the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The at will, full time position of Deputy County Manager of Jefferson County is hereby established.
2. The salary for the position of Deputy County Manager of Jefferson County is hereby set at \$150,000 per year.
3. The Deputy County Manager of Jefferson County shall be entitled to participate in all benefit plans sponsored by the County for its full time employees.
4. The Deputy County Manager shall perform the duties and responsibilities set forth in the job description of the Deputy County Manager.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Walter Jackson is hereby approved, effective immediately upon his successful completion of pre-employment screening.

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

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

Dec-13-2011-1001

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, in his official capacity of Sheriff of Jefferson County, Alabama.

Agreement with Advanced Correctional Healthcare, Inc. for the provision of inmate health services for the period December 1, 2011 - November 30, 2012 in the amount of \$2,368,262.98.

AGREEMENT FOR THE PROVISION OF INMATE/DETAINEE HEALTH SERVICES

JEFFERSON COUNTY. ALABAMA

This Agreement for the Provision of Inmate Health Services (hereinafter referred to as the "AGREEMENT") entered into by and between Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama (hereinafter referred to as the "SHERIFF"), Jefferson County, Alabama is (hereinafter referred to as the "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the SHERIFF desires to provide professional and responsive healthcare services to the DETAINEES/INMATES of the Jefferson County Jail in Birmingham (hereinafter referred to as the "FACILITY");

WHEREAS, ACH is a corporation which provides professional and responsive healthcare services in incarceration facilities and desires to provide such services for the SHERIFF under the terms of this AGREEMENT;

WHEREAS, the SHERIFF desires to enter into this AGREEMENT with ACH; and



WHEREAS, the COUNTY desires to acknowledge this AGREEMENT and its limited role pertaining to this AGREEMENT, as detailed herein;

NOW THEREFORE, the parties enter into this AGREEMENT as hereinafter set forth.

Contract Documents:

The entire agreement of the parties is set forth in the Contract Documents, which for the purposes of interpretation shall have the following hierarchy:

1. This AGREEMENT with all attachments and exhibits incorporated herein.

#### DEFINITIONS

ACH CORPORATE HOLIDAYS - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

INMATES/DETAINEES - INMATES/DETAINEES booked into the custody of the SHERIFF and incarcerated in the FACILITY.

DETAINEE - An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

ELECTIVE CARE - Care which, if not provided, would not, in the opinion of ACH's physician, who shall be a licensed physician employed by ACH, cause the INMATE/DETAINEE'S health to deteriorate, or cause harm to the INMATE/DETAINEE'S well-being.

INMATE - An adult or juvenile who is being incarcerated for the term of their adjudicated sentence.

MID-LEVEL PRACTITIONER - An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in Alabama.

SPECIALTY SERVICES - Medical services that require a physician to be board-certified in a specialty, including, but not limited to, dermatology, gynecology, and neurology.

#### ARTICLE 1:

##### DUTIES AND OBLIGATIONS OF ACH

For aid in consideration of the compensation to be paid to ACH as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, ACH agrees as follows:

1.1. STAFFING. ACH will provide the staffing coverage necessary for the rendering of healthcare services to the INMATES/DETAINEES of the FACILITY as described herein. It is understood and agreed that ACH employees are allowed to leave the FACILITY during the work day for meal breaks, provided the timing and length of such leave does not negatively impact or impair ACH'S ability to fulfill its obligations under this AGREEMENT. The minimum service requirements include:

1.1.1. PHYSICIAN. A physician will visit the FACILITY weekly for a prescribed number of days sufficient to accomplish the objectives of this AGREEMENT, with the schedule and frequency of such physician visits to be determined between the Sheriff and ACH. During such physician visits to the FACILITY, the physician will stay until all work is completed. The physician will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on ACH CORPORATE HOLIDAYS, coverage may be provided by phone only.

1.1.2. HEALTH SERVICES ADMINISTRATOR. ACH will provide a Health Services Administrator, who shall also be Registered Nurse, at the FACILITY forty (40) hours per week, excluding ACH CORPORATE HOLIDAYS and paid time off for vacation or illness, on a schedule approved by the SHERIFF.

1.1.3. NURSING. ACH will provide on-site nursing coverage to include up to Seven Hundred Fifty-Six (756) hours per week, excluding paid time off for illness of less than one (1) full shift, on a schedule approved by the SHERIFF. This number of hours is designed to support the average daily population (ADP) contained in Article 3 of this AGREEMENT, and ACH believes that this number of hours allows it to achieve the objectives of this AGREEMENT based on that ADP. The SHERIFF and ACH agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT. Hours worked in excess of the contracted total weekly amount will be billed monthly to the SHERIFF at the prevailing wage and benefit rate of the ACH employee.

1.1.4. PSYCHIATRIST. A psychiatrist will visit the FACILITY once each week for up to Four (4) hours at the discretion of the SHERIFF or designee, or as otherwise agreed to by the SHERIFF and ACH.

1.1.5. MENTAL HEALTH WORKER. A Qualified Mental Health Professional will visit the FACILITY each week for up to Eighty (80) hours at the discretion of the SHERIFF or designee, or as otherwise agreed to by the SHERIFF and ACH.

1.1.6. DENTIST. A dentist will visit the FACILITY once each week for up to Eight (8) hours at the discretion of the SHERIFF or designee, or as otherwise agreed to by the SHERIFF and ACH.

1.1.7. DENTAL ASSISTANT. A dental assistant will visit the FACILITY once each week for up to Eight (8) hours at the discretion of the SHERIFF or designee, or as otherwise agreed to by the SHERIFF and ACH.

1.1.8. CERTIFIED MEDICAL ASSISTANT / MEDICAL RECORDS CLERK. ACH will provide certified medical assistants and/or medical records clerks Eighty-Four (84) hours per week, excluding paid time off for illness of less than one (1) full shift, on a schedule approved by the Sheriff.

- 1.2. BODY CAVITY SEARCHES. ACH will perform body cavity searches on-site with signed consent from the INMATE/DETAINEE in accordance with applicable NCCHC guidelines. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room. ACH will not be financially responsible for any costs associated with a body cavity search, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.
- 1.3. CARE REPORTS. ACH will review, at the scheduled Continuing Quality Improvement (CQI) meetings with the SHERIFF or designee, the healthcare reports concerning the overall operation of the healthcare services program and the general health of the INMATES/DETAINEES of the FACILITY.
- 1.4. COLLECTION OF DNA/PHYSICAL EVIDENCE. ACH will perform the collection of physical evidence for the purpose of DNA testing on-site with signed consent from the INMATE/DETAINEE in accordance with applicable NCCHC guidelines. Court-ordered collection of DNA/physical evidence will be referred to the appropriate facility or emergency room. ACH will not be financially responsible for any costs associated with the collection of or testing of DNA/physical evidence, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, court costs, and/or the cost of DNA collection kits.
- 1.5. DENTAL CARE. ACH will provide for INMATES/DETAINEES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES in need of serious dental services.
- 1.6. DISPOSABLE MEDICAL SUPPLIES. ACH will provide for INMATES/DETAINEES disposable medical supplies intended for one-time use.
- 1.7. DURABLE MEDICAL EQUIPMENT AND SUPPLIES. ACH will be financially responsible for the costs of durable medical equipment and supplies with per unit costs of less than Five Hundred Dollars (\$500.00). The SHERIFF and the COUNTY will not be liable for loss of or damage to medical equipment and supplies of ACH, its agents, employees or subcontractors, unless such loss or damage was caused by the sole negligence of the SHERIFF's employees. At the termination of the agreement, all equipment will be the property of SHERIFF.
- 1.8. ELECTIVE CARE. ACH will not provide ELECTIVE CARE to INMATES/DETAINEES. Decisions concerning ELECTIVE MEDICAL CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.9. EMERGENCY CARE. ACH will provide emergency medical treatment to FACILITY staff, subcontractors and visitors who become ill or are injured while on the premises. ACH will stabilize all patients and refer for recommended treatment or care, as needed.
- 1.10. FACILITY STAFF. ACH will provide for the FACILITY staff pre-employment physicals and Tuberculosis (TB) skin tests, as directed by the SHERIFF. ACH will administer TB testing for the FACILITY staff, as scheduled and required by the SHERIFF, with the SHERIFF providing the serum. If desired, ACH will secure the serum through the correctional pharmacy and have the pharmacy invoice the SHERIFF directly to allow the SHERIFF to secure the serum at the best possible price.
- 1.11. HEALTH EDUCATION. ACH will provide health education materials to the SHERIFF for INMATE/DETAINEE education.
- 1.12. HEALTH EVALUATIONS. ACH will provide for INMATES/DETAINEES on-site health evaluations and medical care within the National Commission on Correctional Health Care (NCCHC) guidelines.
- 1.13. ILLEGAL IMMIGRATION. All applicable federal, state and local laws, ordinances, rules and regulations of any authorities will be binding upon ACH throughout the pendency of this work. ACH will be responsible for compliance with any such law, ordinance, rule and/or regulation, and will hold the SHERIFF harmless and indemnify the SHERIFF in the event of non-compliance as set forth in this AGREEMENT.
- 1.14. INFANT CARE. ACH will neither arrange for infant care nor be financially responsible for any costs associated with infant care.
- 1.15. INMATE/DETAINEE LABOR. INMATES/DETAINEES will not be employed or otherwise engaged or utilized by either ACH or the SHERIFF in the direct rendering of any healthcare services.
- 1.16. MANAGEMENT SERVICES. ACH will provide management services to include: a comprehensive Strategic Plan; site-specific Policies and Procedures; Protocols; Peer Review; CQI; Cost Containment; Utilization Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPAA) and NCCHC Compliance programs specific to the FACILITY'S medical operations.
- 1.17. MEDICAL RECORDS. ACH will maintain, cause, or require being maintained, at its own cost, complete and accurate medical records for each INMATE/DETAINEE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, Alabama's Minimum Standards for Jails and Lockups, and the SHERIFF'S policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE'S confinement record. A complete copy of the original applicable medical record will be available to accompany each INMATE/DETAINEE who is transferred from the FACILITY to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. ACH will comply with state and federal law and the SHERIFF'S policy with regard to access by INMATES/DETAINEES and FACILITY staff to medical records. No information contained in the medical records will be released by ACH except as provided by the SHERIFF'S policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF. However, the SHERIFF will provide ACH with reasonable ongoing access to all medical records,

even after the expiration of this AGREEMENT, for the purpose of defending litigation. INMATE/DETAINEE medical records will at all times be the property of the SHERIFF. ACH will make available to the SHERIFF, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to FACILITY INMATES/DETAINEES hereunder.

1.18. MEDICAL WASTE REMOVAL. ACH will be responsible for medical waste removal services at the FACILITY consistent with all applicable laws.

1.19. MEETINGS. ACH representatives will meet, in accordance with a schedule agreed to by the SHERIFF and ACH, with the SHERIFF or designee concerning procedures within the FACILITY, any proposed changes in health-related procedures, or other matters which either party deems necessary.

1.20. OFFICE SUPPLIES. ACH will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars. ACH will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, or printers that are located in the FACILITY'S healthcare unit at the beginning of the term of this AGREEMENT.

1.20.1. The SHERIFF and the COUNTY will not be liable for loss of or damage to office equipment and supplies of ACH, its agents, employees or subcontractors, unless such loss or damage was caused by the sole negligence of the SHERIFF's employees.

1.21. OFF-SITE AND/OR MOBILE SERVICES. When off-site and/or mobile service care is required for medical reasons, ACH will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental care, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES and in accordance with the SHERIFF's policies and procedures. ACH will not be financially responsible for any costs associated with off-site and/or mobile service care.

1.22. CHRONIC CARE CLINICS. ACH will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES with chronic illnesses and special healthcare needs. ACH will be required to continue "chronic care clinics" for those INMATES/DETAINEES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). ACH has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient health care delivery system for chronic ill patients, ACH identifies the number of INMATES/DETAINEES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE'S condition; and adjustment of the treatment plan as needed. Chronic clinics are established to enable INMATES/DETAINEES to have scheduled visits to ACH.

1.23. ON-SITE and OFF-SITE TESTING. ACH will provide for INMATE/DETAINEES on-site laboratory testing, which shall include, but not be limited to, finger-stick blood sugar and urine dipstick for pregnancy and/or infection. ACH will also provide TB skid tests for INMATES/DETAINEES as directed by the SHERIFF. To the extent that a laboratory test is required and cannot be performed on-site, ACH shall coordinate for the provision of such laboratory testing off-site and shall be responsible for the costs of such off-site laboratory testing.

1.24. OPTICAL CARE. ACH will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies.

1.25. OTHER EXPENSES. ACH will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.

1.26. PHARMACEUTICALS. ACH will provide pharmaceutical management, distribution, and policies. ACH shall not be responsible for the cost of medications to treat diseases or complications of HIV/AIDS, Hepatitis, Cystic Fibrosis, Multiple Sclerosis, or Cancer. Pharmaceuticals listed as Biologicals and Anti-Rejection drugs (as defined in the Physician Desk Reference) and court-ordered medications and testing are also excluded.

1.27. PHYSICAL EXAMINATIONS FOR INMATE WORKERS. ACH will provide basic physical examinations for potential INMATE workers to ensure the INMATES are physically capable of performing assigned work duties,

1.28. PROSTHETICS. ACH will not be financially responsible for the costs of prosthetics and/or prosthetic supplies.

1.29. SHERIFF'S POLICIES AND PROCEDURES. ACH will operate within the requirements of the SHERIFF's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF which may impact the provision of medical services, including policies and procedures related to the security of the FACILITY. Such policies and procedures may change from time to time; if so, ACH will be promptly notified and will operate within, all policies, procedures and modifications thereof.

## ARTICLE 2:

### DUTIES AND OBLIGATIONS OF THE SHERIFF

2.1. HIRING OF ACH STAFF. While ACH is pleased to provide staffing during this engagement, ACH does not expect the SHERIFF to offer permanent employment to ACH employees or independent contractors. ACH has a significant investment in the training and professional development of our employees and independent contractors and they are valued employees and independent contracts of ACH.

If the SHERIFF should hire any ACH employee or independent contractor during this AGREEMENT term or within one (1) year after this AGREEMENT's termination, the SHERIFF will be billed a professional replacement fee of Ten Thousand Dollars (\$10,000) to compensate ACH for each employee or independent contractor. Nothing in this section shall apply to the SHERIFF's retention, upon the termination of this AGREEMENT, of a third-party corporate medical vendor which may offer permanent employment to ACH employees or independent contractors utilized in the FACILITY during the term of this AGREEMENT.

2.2. INMATE/DETAINEE INFORMATION. The SHERIFF will provide, as needed, information pertaining to INMATES/DETAINEES that ACH and the SHERIFF mutually identify as reasonable and necessary for ACH to adequately perform its obligations to the SHERIFF and the COUNTY.

2.3. OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF will provide use of SHERIFF or COUNTY-owned office equipment and all necessary utilities, excluding all costs of long distance telephone service, in place at the FACILITY's healthcare unit. ACH shall be solely responsible for all costs for long distance telephone service. Upon termination of this AGREEMENT, ACH will return to the SHERIFF'S possession and control of all SHERIFF or COUNTY-owned office equipment. At such time, the office equipment and supplies will be in good working order, with allowances made for reasonable wear and tear.

2.4. RECORD AVAILABILITY. During this AGREEMENT period, and for a reasonable time thereafter, the SHERIFF will provide ACH, at ACH's request, the SHERIFF's records relating to the provision of healthcare services to INMATES/DETAINEES as may be reasonably requested by ACH in connection with an investigation of, or defense of, any claim by a third party related to ACH's conduct. As ACH may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will make available to ACH such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to ACH that the SHERIFF considers confidential will be kept confidential by ACH and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to ACH or any other person or entity (except as may be required by law).

2.5. SECURITY. The SHERIFF will maintain responsibility for the physical security of the FACILITY and the continuing security of the INMATES/DETAINEES. ACH and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of INMATES/DETAINEES and FACILITY staff, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The SHERIFF will screen ACH's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of ACH's employees in regards to security/background clearance and access to the FACILITY.

#### ARTICLE 3:

##### COMPENSATION/ADJUSTMENTS

3.1. ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the SHERIFF to ACH under this AGREEMENT is to be Two Million Three-hundred Sixty-eight thousand, Two hundred Sixty-thvo dollars and ninety-eight cents (\$2,368,262.98). The SHERIFF will make monthly payments of One hundred ninety-seven thousand, Three hundred fifty-five dollars and twenty-five cents (\$197,355.25), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the SHERIFF approximately thirty (30) days prior to the month in which services are to be rendered. The SHERIFF agrees to pay ACH prior to the tenth (10<sup>th</sup>) day of the month in which services are rendered.

3.2. ANNUALIZED AMOUNT UPON RENEWAL. Upon the annual anniversary date of this AGREEMENT, the annualized amount of increase and per diem rates will be 3% or the Consumer Price Index (CPI) annualized increase for Medical Care, whichever is lower. The CPI will be calculated froth the most recent CPI data as published by the Bureau of Labor Statistics.

3.3. QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for each fiscal quarter. Adjustments will be made for variances in the ADP and other expenses, such as equipment or services purchased by ACH (with prior approval of the SHERIFF) on behalf of the SHERIFF. This per diem is intended to cover additional costs in those instances where minor, short-term changes in the INMATEIDETAINEE population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the INMATE/DETAINEE population grows significantly and is sustained. In such cases, ACH reserves the right to negotiate for an increase to its staffing and its contract price in order to continue to provide services to the increased number of INMATES/DETAINEES and maintain the standard of care. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the SHERIFF. Payment of the adjusted amount will be due upon receipt of said invoice.

3.3.1. ADJUSTMENT FOR ADP. ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the base ADP for FACILITY will be 1,300. When the ADP exceeds or falls below the base rate in any calendar quarter, the compensation variance will be figured on the average number of INMATES/DETAINEES above or below the base ADP for that quarter

multiplied by the per diem rate of \$.81 per inmate per day. (Example: If the ADP for Q3 2012 is 1,310, additional compensation due will be calculated as follows: 10 x \$.81 x 91).

#### ARTICLE 4:

##### TERM AND TERMINATION

4.1. TERM. The term of this AGREEMENT will be from December 1, 2011 at 12:01 A.M. through November 30, 2012 at 11:59 P.M. This AGREEMENT will automatically renew on a month-to-month basis at the end of the above-stated term unless either party gives thirty (30) days' written notice prior to the end of a term.

4.2. TERMINATION.

4.2.1. TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT will be subject to annual appropriations to the SHERIFF by the COUNTY. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the SHERIFF will be entitled to immediately terminate this AGREEMENT without penalty or liability. Recognizing that such termination may entail substantial costs for ACH, the SHERIFF will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The SHERIFF agrees to pay for services rendered up to the point of termination.

4.2.2. TERMINATION FOR CAUSE. The SHERIFF reserves the right to terminate this AGREEMENT immediately in the event that ACH discontinues or abandons operations, or if ACH fails to comply with any section or part of this AGREEMENT. The SHERIFF will pay for services rendered up to and including the point of termination, but will not pay any penalty.

4.2.3. TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving thirty (30) days advance written notice to the other party. If thirty (30) days advance written notice is provided, termination will be without penalty to any of the parties. If the SHERIFF gives ACH less than thirty (30) days' advance written notice, the SHERIFF agrees to pay to ACH a penalty equal to 1/12 of the annual contract price as an early termination fee. If ACH gives the SHERIFF less than thirty (30) days' advance written notice, ACH agrees to pay to the SHERIFF a penalty equal to 1/12 of the annual contract price as an early termination fee.

#### ARTICLE 5:

##### GENERAL TERMS AND CONDITIONS

5.1. AMENDMENTS. This AGREEMENT may be amended at any time only with the written consent of both parties.

5.2. ASSIGNMENT. ACH will not assign in whole or in part this AGREEMENT without the prior written consent of the SHERIFF. ACH will not assign any money due or to become due under this AGREEMENT without the prior written consent of the SHERIFF.

5.3. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The SHERIFF, the COUNTY, and ACH agree that no party will require performance of any ACH or SHERIFF employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.

5.4. COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.

5.5. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

5.6. EQUAL EMPLOYMENT OPPORTUNITY. ACH will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or handicap unrelated to a bona fide occupational qualification of the position, or because of status as a disabled veteran.

5.7. EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

5.8. GOVERNING LAW. This AGREEMENT will be governed by the laws of the state of Alabama.

5.9. HOLD HARMLESS.

5.9.1. ACH will indemnify and hold harmless the SHERIFF and the FACILITY employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of ACH, its agents, employees, and/or vendors which is related to medical treatment or care provided by ACH.

5.9.2. ACH will not be responsible for any claims arising from actions of the COUNTY, the SHERIFF, or any FACILITY employee

or agent who intentionally prevents any person from receiving medical care ordered by ACH's medical staff, employees, agents or independent contractors.

5.9.3. ACH will not be responsible for claims arising from negligence on the part of the SHERIFF or any FACILITY employee or agent in presenting an individual to ACH's medical staff, employees, agents or independent contractors if it should have been reasonably known that the individual was in serious need of immediate medical attention.

5.9.4. The SHERIFF will hold harmless and indemnify ACH, its officers, and employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of the SHERIFF, his agents, and employees which is related to medical treatment or care provided by ACH.

5.10. INDEPENDENT CONTRACTOR. It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of ACH are not now, nor will they be deemed to be, employees of the SHERIFF. The employees of the SHERIFF are not now, nor will they be deemed to be, employees of ACH. ACH assumes all financial responsibility for the employees of ACH, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.11. SUBCONTRACTING. In order to discharge the obligations hereunder, ACH may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between ACH and these healthcare professionals will be that of independent contractor, ACH will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. ACH will exercise control over the manner of means by which these independent contractors perform their medical duties. This control will be exercised reasonably consistent with the independent medical judgment these independent contractors are required to exercise. ACH will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of ACH under this AGREEMENT, ACH will provide to the SHERIFF proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of One Million Dollars (\$1,000,000) coverage per occurrence and Three Million Dollars (\$3,000,000) annual aggregate coverage.

5.12. INSURANCE. ACH will procure and maintain in effect throughout the terms of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.12.1. Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).

5.12.2. Workers' Compensation Insurance and Employer's Liability Policies with limits of Five Hundred Thousand Dollars (\$500,000) per incident.

5.12.3. Commercial Automobile Liability Insurance Policy with a limit of One Million Dollars (\$1,000,000) per occurrence, covering owned, hired, and non-owned automobiles.

5.12.4. Professional Liability Insurance with limits per claim of One Million Dollars (\$1,000,000) and an annual aggregate of Three Million Dollars (\$3,000,000). ACH will require all subcontractors to meet this requirement.

5.12.5. Civil Rights Liability Insurance with limits per claim of One Million Dollars (\$1,000,000) and an annual aggregate of Three Million Dollars (\$3,000,000).

5.13. CERTIFICATE OF INSURANCE. ACH agrees to name the SHERIFF as an additional insured under the Commercial General, Professional, and Civil Rights Liability portions of insurance and provide the SHERIFF with a Certificate of Insurance specific to correctional facilities evidencing the terms of the insurance coverage and policy limits.

5.14. NOTICES. All notices to the SHERIFF and/or the COUNTY will be addressed to the SHERIFF at the Jefferson County Sheriff's Office, Attention: Captain Marsha Allen, 2200 Rev. Abraham Woods, Jr. Blvd., Birmingham, Alabama 35203. All notices to ACH will be addressed to Advanced Correctional Healthcare, Inc., Attn: Neil Leuthold, 3922 West Baring Trace, Peoria, IL 61615.

5.15. OTHER CONTRACTS AND TIED PARTY BENEFICIARIES. The parties acknowledge that ACH is neither bound by or aware of any other existing contracts to which the SHERIFF is a party and which relate to the provision of healthcare to INMATES/DETAINEES at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.16. SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.17. WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

5.18. LIMITED ROLE OF THE COUNTY. The SHERIFF and ACH acknowledge that the COUNTY is an acknowledgement party to this

AGREEMENT and that it is responsible, under Alabama law, for the provision of funding to the SHERIFF to carry out the duties of his office, which include the provision of medical care to INMATES/DETAINEES. Accordingly, the COUNTY shall not be responsible for any other act, duty, or responsibility except as enumerated herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Norman Johnson, President

COUNTY OF JEFFERSON, ALABAMA

Mike Hale, Sheriff

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

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

#### BUDGET TRANSACTION

Sheriff's Office \$2,781,109

Shift funds to cover inmate medical care and other line items in the Operations Budget from vacant positions.

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

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Commissioner Carrington stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened with 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

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

Dec-13-2011-1002

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

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

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

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

County.

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

Z-2011-020 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)

Rezoning be made contingent upon access approval by the Alabama Department of Transportation, and deleting covenant number 3.

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 Knight seconded by Commissioner Stephens that Z-2011-020 be denied. Voting "Aye" Knight, Stephens, Brown and Carrington. Commissioner Bowman abstained.

Z-2011-023 United States Steel Corporation, owner; Keith Madison, agent. Change of zoning on Parcel ID#s 36-35-0-0-part of 2, 36-36-0-0-part of 1, 37-28-0-0-part of 1 and 44-2-0-0-part of 1 in Sections 35 and 36 Twp 19 Range 6 West, Section 28 Twp 19 Range 5 West and Section 2 Twp 20 Range 6 West from I-3 (Industrial) and A-1 (Agriculture) to I-3(S) (Strip Mining) for expansion of strip mining operations. 8551 Lawsontown Road, Adger, AL 35006 & 6700 Ridge Road, Bessemer, AL 35023 (BLUE CREEK) (360 Acres M/L)

Rezoning contingent upon access plan for the operation is to be submitted and approved by the Jefferson County Department of Roads and Transportation.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2011-023 be under advisement for contingency. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2011-024 Carla J. Hall, Erma Louise Salter Lawson, Sara Jean Salter Jennings, J. Benton Salter, and Herbert C. Salter, Jr., owners; Capital Growth-Buchalter, Mark Bush, agent. Change of zoning on Parcel ID#s 31-14-4-5-28 and 31-23-1-0-10 in Sections 14 and 23 Twp 18 Range 5 West from R-2 (Single Family) to C-1 (Commercial) for retail commercial (Dollar General). (Case Only: 3534 Warrior River Road, Hueytown, AL 35023) (CONCORD) (1.3 Acres M/L)

Rezoned parcel 31-23-1-0-10 only, and to C-N (Neighborhood Commercial) in lieu of the requested (and existing) C-1.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2011-024 be denied. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

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Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m. on Tuesday, December 22, 2011.

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President

ATTEST:

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Minute Clerk