

STATE OF ALABAMA)

JEFFERSON COUNTY)     October 12, 2010

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

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Minutes of October 5, 2010, be approved. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

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STAFF DEVELOPMENT

Multiple Staff Development

Roads & Transportation - 2 participants

Tracy A. Pate	Birmingham, Alabama	\$35.00
Stacy Ellis	Regional Planning Commission 2010 Building Communities Conference October 12, 2010	\$35.00

Individual Staff Development

Tiffany Owens	Personnel Board	Florence, Alabama UNA Career Fair October 12, 2010	\$150.00
Tiffany Owens	Personnel Board	Birmingham, Alabama Jefferson Campus General Job Fair November 29, 2010	\$25.00

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

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

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

1. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM PHILLIPS HEALTHCARE, FRANKLIN, TN FOR RADIOLOGY MAINTENANCE: GE DMR + MAMMO, ECHO SYSTEM SWISSRAY MODULAIRE FOR THE PERIOD OF 10/01/2010 - 09/30/2011. REFERENCE BID # 65-09                 \$48,310.00     TOTAL
2. COOPER GREEN MERCY HOSPITAL (GERI-PSYCH) FROM ARJO HUNT-LEIGH INCORPORATED, DALLAS, TX FOR PURCHASE OF TENOR LIFT W/SCALE AND ACCESSORIES. AMERINET CONTRACT # VQ02400  
\$10,517.18     TOTAL
3. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS (OWENS & MINOR - \$2,500.00, MEDLINE - \$2,500.00, ALL MEDICAL - \$2,500.00 AND GULFSOUTH MED - \$2,500.00) FOR HOSPITAL DRESSINGS, BANDAGES AND TAPES CONTRACT FOR THE PERIOD 10/01/2010 - 09/30/2011. REFERENCE BID # 220-08                 \$10,000.00     TOTAL
4. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS (DJO - \$30,000.00 BIRD & CRONIN - \$30,000.00 AND OWENS & MINOR - \$25,000.00) FOR ORTHO SOFTGOODS CONTRACT FOR THE PERIOD 10/01/2010 - 09/30/2011. REFERENCE BID # 293-08                 \$85,000.00     TOTAL

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

REQUEST FOR CERTIFICATION

District Attorney - Bessemer - Bad Check Unit

District Attorney Investigator - provisional

Tax Assessor - Birmingham

Administrative Assistant I - 2 positions

Information Services - Technical Services

Network Systems Administrator I

General Services - General Administration

Administrative Assistant I

Security Officer - 3 positions

Building Maintenance Supervisor

Chief Building Maintenance

Roads & Transportation - Hwy Maintenance - Bessemer

Public Works Supervisor

Laborer II - 2 positions

Environmental Services - Cahaba River WWTP

Wastewater Treatment Plant Supervisor

Cooper Green Mercy Hospital - CCU - 7South

Licensed Practical Nurse (LPN)

Cooper Green Mercy Hospital - Labor/Delivery

Medical Clerk

Cooper Green Mercy Hospital - St. George's Clinic

Clinical Pharmacist

Cooper Green Mercy Hospital - Emergency Room

Licensed Practical Nurse (LPN)

Cooper Green Mercy Hospital - Pharmacy

Clinical Pharmacist

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

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

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Oct-12-2010-959

CAPITALIZATION THRESHOLDS FOR CAPITAL ASSETS

WHEREAS, the Jefferson County Commission desires to ensure adequate control over all of the County's assets, including its capital assets, to minimize the risk of loss or misuse; and

WHEREAS, the Commission recognizes that while it is essential to maintain control over all capital assets it is also essential that the objective must be accomplished in an economically feasible manner; and

WHEREAS, potentially capitalizable items with extremely short useful lives and potentially capitalizable items of small monetary value are often costly and difficult to maintain; and

WHEREAS, the Commission desires to establish an appropriate capitalization threshold for capital assets in conformity with Best Practices, and

WHEREAS, the Government Finance Officers Association has developed Best Practice to identify specific policies and procedures which contribute to improved government management; and

WHEREAS, the Government Finance Officers Association's Best Practices recommends that state and local governments follow certain guidelines in establishing capitalization thresholds.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the following guidelines are established for capitalization thresholds in conformity with the Government Finance Officers Association's Best Practices:

- (1) Capital Assets must have a minimum estimated useful life of at least two years following the date of acquisition.

- (2) Capital Assets must cost \$5,000 or more for any individual item.
- (3) Capitalization thresholds are applicable to individual items rather than to a group of items.
- (4) Capitalization thresholds funded through federal awards shall not exceed specified maximum amounts for purposes of federal reimbursement.
- (5) Assets which are to be capitalized must be specifically identified, properly budgeted, substantiated by a Purchasing Memorandum and approved by the Commission.
- (6) Individual departments shall be responsible for the control of potentially capitalizable items which fall below the operative capitalization threshold.

Adopted by the Jefferson County Commission on this 12<sup>th</sup> day of October 2010.

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

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Oct-12-2010-960

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama and Trovata Digital Media to produce television programs for the Commission for FY10-11 in the amount of \$28,500.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama though the Jefferson County Commission, hereinafter called "the County," and Trovata Digital Media, hereinafter called "the Contractor" to provide Filming of Commissioners for Monthly TV Show. The effective date of this agreement shall be October 1, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on November 10, 2010, in Minute Book 159, Page 12.

This contract will be effective October 1, 2010 through September 30, 2011.

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

JEFFERSON COUNTY, AL

Bettye Fine Collins, President

Jefferson County Commission

CONTRACTOR

Bobby Mosca

Trovata Digital Media

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

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Oct-12-2010-961

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that it is the Commission's ~~intent~~ interest to sell and convey the Jefferson Rehabilitation and Health Center through the public request for proposal (RFP) process to the highest responsive, responsible bidder in accordance with state law and to that end to insure that the greatest number of bids can be received hereby extends the deadline for submission of bid offerings to November 30, 2010.

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the above resolution be adopted.

Substitute motion was made by Commissioner Humphryes seconded by Commissioner Bowman to amended the resolution by changing

the word "intent" to interest. Voting "Aye" Humphries, Bowman and Smoot. Voting "Nay" Carns and Collins.

Commissioner Collins then called for the vote on the original motion, as amended. Voting "Aye" Carns, Humphries, Bowman, Collins and Smoot.

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Oct-12-2010-962

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and University of South Alabama Hospitals establishing membership in The Jefferson County Regional Purchasing Cooperative. This is a revenue generating agreement

INTERGOVERNMENTAL AGREEMENT ESTABLISHING  
THE JEFFERSON COUNTY RENAL PURCHASING COOPERATIVE

This Agreement made this 20<sup>th</sup> day of September, 2010 between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and other counties of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth.

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

#### SECTION 8

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

#### SECTION 9

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

#### SECTION 10

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

#### SECTION 11

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

#### SECTION 12

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

#### SECTION 13

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

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

#### SECTION 14

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

#### SECTION 15

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

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

COUNTY OF MOBILE, ALABAMA,

A Municipal/Public Corporation

Stanley K. Hammack, Contract Officer

Attest:

COUNTY OF JEFFERSON, ALABAMA,

A Municipal/Public Corporation

Betty Fine Collins, President

Attest

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

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Oct-12-2010-963

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Facilities Technology Group to provide hosting services for the SiteFM System for managing work orders FY10-11 in the amount of \$28,839. No additional funds required.

RFP 142-09

#### CONTRACT

THIS AGREEMENT by and between the Jefferson County Commission, hereinafter called "Jefferson County Commission", and Facilities Technology Group., hereinafter called "the Contractor" shall be effective October 1, 2010.

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

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

1. **ENGAGEMENT OF CONTRACTOR:** Jefferson County Commission hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall provide Jefferson County Commission with hosting services for the SiteFM System for managing work orders. Contractor shall provide these services as outlined in Contractor Proposal for RFP 142-09 for the Jefferson County Commission.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The term of this Contract shall be from October 1, 2010 - September 30, 2011, with Jefferson County Commission with an option to renew for one additional, one-year term thereafter.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered according to the attached fee schedule and payable upon submission of an invoice once a month in advance and will be due and payable thirty (30) days after the invoice date. Contractor shall submit monthly invoices for services performed detailing the services provided and corresponding charges.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that Jefferson County Commission will not be obligated for same under this contract.
6. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Commission Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by Jefferson County Commission 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, Jefferson County Commission shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to Jefferson County Commission for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of Jefferson County Commission, specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of Jefferson County Commission. The Contractor will indemnify and hold harmless Jefferson County Commission, its elected officials and its employees from claims, suit, actions, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this contract. Likewise, Jefferson County Commission will indemnify and hold harmless the Contractor, its officers, employees and agents from claims, suit, action, damage and cost of every name and description resulting from the performance of the Agreement.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by Jefferson County Commission. Any such amendment shall be attached to and made apart of this Contract. A written request must be made to Jefferson

County Commission and an amended agreement will be executed.

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

12. JEFFERSON 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 Jefferson County Commission 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, Jefferson County and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of Jefferson County Commission 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. 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 Jefferson County Commission all amounts paid by Jefferson County Commission pursuant to this Agreement.

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

CONTRACTOR:

JEFFERSON COUNTY COMMISSION:

\_\_\_\_\_  
Facilities Technology Group

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Bettye Fine Collins, President

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

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Oct-12-2010-964

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Brice Building Company, LLC for the Bessemer Annex Renovation Project #51205 consisting of demolition and fit-up of floors 5-7; exterior skin repair; replacement of exterior storefront, demolition of alley bridge and demolition and finish work on 4<sup>th</sup> floor or original Courthouse in the amount of \$7,840,795. No additional funds required.

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

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Oct-12-2010-965

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding and Request for Advance of Funds between Jefferson County, Alabama and the Administrative Office of Courts to accept \$25,000 in sub-grant funds for the Juvenile Detention Alternative Initiative.

MEMORANDUM OF UNDERSTANDING  
FOR LOCAL JDAI SUB-GRANT

1. This memorandum is hereby entered into by and between the State of Alabama (hereinafter referred to as "the State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and Jefferson County Family Court, (hereinafter referred to as the "The Court"), which hereby agrees to provide planning and implementation of detention reforms

consistent with the core strategies of the Annie E. Casey Foundation's JDAI efforts.

2. In order to be timely paid by the State for such award, the Court agrees to submit to the AOC a "Request for Advance of Funds," form provided by AOC signed by the lead JDAI judge and received by the AOC on or before the 8th of October 2010, and a "Report of Use of Funds".

The Juvenile Court of Jefferson County, Alabama will be awarded a sum not to exceed \$25,000 annually beginning October 1, 2010 and ending on September 30, 2011. This fund shall include any and all expenses for the subgrant including travel and training.

3. The Court, at all times in the performance of the subgrant, agrees to indemnify, defend, and hold harmless all directors, officers, agents, and employees of the AOC and the officers, agents, and employees of any Alabama court for activities conducted under the auspices of the subgrant by the Court. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this subgrant, be enacted, then that conflicting provision in the subgrant shall be deemed null and void. The Court's sole remedy for the settlement of any all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

4. All parties agree that this subgrant is for a oneyear period beginning October 1, 2010 and ending September 30, 2011; and that this subgrant supersedes and makes void any existing agreement for the same and/or similar service for the abovestated period of time. This subgrant may be amended at any time by mutual consent of the parties hereto, with any amendment to be invalid unless in writing and signed by all the parties. A Court's failure to provide appropriate services or comply with any provision of this subgrant may result in the immediate termination of this subgrant. In addition, this subgrant may be terminated with or without cause by any party at any time after giving all parties thirty (30) days written notice.

\_\_\_\_\_  
Lead JDAI Judge

\_\_\_\_\_  
Recipient/Administrator for funds

\_\_\_\_\_  
Callie T. Dietz  
Administrative Director of Courts

STATE OF ALABAMA  
ADMINISTRATIVE OFFICE OF COURTS  
JDAI SUB-GRANT  
REQUEST FOR ADVANCE OF FUNDS  
Date of Invoice  
October 2010

TO: Agency Name: Family Court of Jefferson County  
Hon. John W Davis, Family Court Division 120 Second Court North  
Alabama Administrative Office of Courts  
300 Dexter Avenue Birmingham, Al 35204  
Montgomery, Alabama 36104

<u>Request Details</u>	<u>Amount</u>
Annie E. Casey Foundation contract between AOC and the Jefferson County Commission for the Family Court JDAI Project.	\$25,000.00
FY2010-2011 Sub-grant payment	
<b>TOTAL DUE</b>	<b>\$25,000.00</b>

I hereby certify that the requested amount is due, correct, and unpaid; and that said request is in accordance with applicable Federal and/or State of Alabama laws, and the terms and conditions of a duly executed contract/grant/agreement.

Bettye Fine Collins, President

Subscribed and sworn to before me this      day of      , 2010.

Notary Public

APPROVAL:

Signature      Date

Title

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

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Oct-12-2010-966

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the "Employee Settlement Agreement" authorizing UMB Bank, trustee of Lighthouse 1 Debit Card, to debit Jefferson County Commission's Salary Enhancement account at Regions Bank to cover debit card transactions pursuant to the flexible spending contract between Jefferson County Commission and Chappelle Consulting Group effective October 1, 2010.

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

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Oct-12-2010-967

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Consultech to provide unemployment cost control services for FY10-11 in the amount of \$5,200. No additional funds required.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract by and between Jefferson County, Alabama, hereinafter referred to as "the County", and Consultech, hereinafter referred to as "the Contractor".

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties which was approved by the Jefferson County Commission on the 30<sup>th</sup> day of December, 2008, and recorded in Minute Book 157, Pages 297 - 299, is hereby amended as follows:

Item 3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

Effective date: October 1, 2010

Ending date: September 30, 2011

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

Jefferson County, Alabama

Betty Fine Collins, President

Jefferson County Commission

Denis Gapp, Vice President

Consultech

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

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Oct-12-2010-968

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. to add additional time and services to the Infrastructure Management System portion of the agreement in the amount of \$68,590.74 (\$1,453,991.49 total). No additional funds required.

AMENDMENT NO. 5

TO AGREEMENT TO PROVIDE

JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION

ENGINEERING SERVICES FOR AN

INFRASTRUCTURE MANAGEMENT SYSTEM

This document shall AMEND the scope of the original AGREEMENT identified as ENGINEERING SERVICES FOR AN INFRASTRUCTURE MANAGEMENT SYSTEM, dated September 18, 2007 and the scopes of Amendment No. 1 thru Amendment No.

4.

WITNESSETH

WHEREAS, the COUNTY deems that additional work was necessary to complete the project and the COUNTY also desires to incorporate additional services of CONSULTANT to complete the project under provisions of ARTICLE V MISCELLANEOUS PROVISIONS, SECTION 1 -CHANGES OF WORK.

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

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend ARTICLE I - SCOPE OF WORK, Process and Systems Development Phase to include the following:

1. The CONSULTANT provided additional services in determining proper user roles and permissions and testing the final solution.
2. The CONSULTANT provided assistance troubleshooting and upgrading an application that was deemed necessary to move to a new server in the Department of Technology.
3. The CONSULTANT shall incorporate a method for, and train personnel in the manual input of X,Y coordinates for signs and signals.
4. The CONSULTANT shall develop additional Pavement Management reports by creating a single report for each reporting type (pavement, shoulder, drainage, etc.) with user parameters for score criteria (greater than, less than, equal to, etc.) rating and district number. Also to create a report that generates all records for a specific road.

Amend ARTICLE I -SCOPE OF WORK, Integration of TransPro into Infrastructure Management System (IMS) to include the following:

5. The CONSULTANT provided additional services for error handling with the desktop component and the Web component.
6. The CONSULTANT provided additional services for Web based Windows Authentication for the users.
7. The CONSULTANT provided additional services to update the Fleet Fuel transfer application.
8. The CONSULTANT developed and designed additional L&E reports that were omitted from the original Scope of Work.
9. The CONSULTANT shall develop and design a different solution for the Fleet reports.

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

Amend ARTICLE III - TIME OF BEGINNING AND COMPLETION, as follows:

1. For the IMS portion, amend to grant a time extension of six (6) months beginning from the date of May 15, 2010, exclusive of any review time by any COUNTY Department.
2. For the TransPro portion, amend to grant a time extension of six (6) months beginning from the date of August 26, 2010, exclusive of any review time by any COUNTY Department.

III. AMENDMENT TO ARTICLE IV - PAYMENT

Amend ARTICLE IV - Payment, as follows:

In consideration of the change in the Scope of Work of the project as described by this Amendment, the basis of compensation paid to the CONSULTANT as described in ARTICLE IV - PAYMENT of the original Agreement shall be changed as described herein as follows:

1 .	Re-Assessment	\$	0.00
2.	Process and Systems Development		
	a. Roles and Permissions	\$16,956.26	
	b. Hardware and Software Updates	3,733.58	
	c. Manual Input of R &T Asset Features	6,206.82	
	d. Additional Pavement Management Reports	<u>1,815.97</u>	
	Sub-Total	\$28,712.63	
3.	Implementation Phase	\$	0.00
10.	Integration of TransPro into IMS		
	a. Error Handling	\$ 6,651.32	
	b. Windows Authentication	17,102.62	
	c. Hardware and Software Updates	1,317.25	
	d. Additional L&E Reports	8,600.10	
	e. Changes to Fleet Reporting	<u>6,206.82</u>	
	Sub-Total	\$39,878.11	
	Total Amendment Amount	\$68,590.74	
	Grand Total Contractual Amount	\$1,453,991.49	

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

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer,

President

RECOMMENDED:  
E. Wayne Sullivan  
Director/County Engineer

JEFFERSON COUNTY COMMISSION  
Bettye Fine Collins  
President

ATTEST:  
Minute Clerk

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

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Oct-12-2010-969

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the City of Center Point to provide funding for operation of the Senior Citizen Center located at 335 Polly Reed Road, Center Point, Alabama, for Fiscal Year 2010 - 2011 in the amount of \$10,000.

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

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Oct-12-2010-970

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action: John Leon, Jr., Sheriff's Office was granted a military leave of absence from June 22, 2010 to July 1, 2010, and the amount of pension contributions due John Leon, Jr. is \$83.20 plus the County matching contributions of \$83.20 for a total of \$166.40.

Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from February 16, 2010 to August 21, 2010, and the amount of pension contributions due Geoffrey L. Parker is \$1,560.55 plus the County matching contributions of \$1,560.55 for a total of \$3,121.10.

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

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Oct-12-2010-971

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, Director of the Personnel Board of Jefferson County.

- (a) The Yusko Group - to provide administration of entry level firefighter selection process for FY10-11 - \$18,750.
- (b) AON Consulting, Inc. - to provide administration of Protective Services Profile, a written examination for screening of police office candidates for FY10-11 - \$35,640
- (c) Sheraton Birmingham Hotel - to provide hotel accommodations for volunteer assessors to assist with test assessments for FY10-11 - \$40,000
- (d) Lamar Advertising - to provide billboard production and advertising for FY10-11 - \$50,036
- (e) Lloyd, Gray, Whitehead & Monroe, PC - to provide legal services for FY10-11 - \$90,000
- (f) Hampton Inns & Suites/Tutwiler Hotel - to provide hotel accommodations for volunteer assessors to assist with test assessments for FY10-11 - \$145,000
- (g) Balch & Bingham, LLP - to provide legal services for FY10-11 - \$250,000
- (h) Cravath, Swaine & Moore, LLP - to provide legal fees associated with the termination of the Personnel Board's consent decree,

as ordered by Federal Judge Lynwood Smith - \$450,000

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

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Oct-12-2010-972

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Miss Teresa Essex be denied.

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

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Oct-12-2010-973

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Jefferson County Board of Education be and hereby is approved.

AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and Jefferson County Board of Education (McAdory High School) approved by the Jefferson County Commission on August 10, 2010 (Minute Book: 160; Page:296) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end December 31, 2010."

Amend Paragraph 4 to add the following:

"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 December 31, 2010 whichever shall first occur."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Amendment to Agreement to be executed by their duly authorized representatives on the dates reflected below.

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

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Oct-12-2010-974

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Warrior. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Warrior (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that 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 December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$9,350 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds to do several upgrades to the City of Warrior parks.

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 December 31, 2010 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

Bettye Fine Collins, President

Jefferson County Commission

City of Warrior

Rena Hudson, Mayor

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

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Oct-12-2010-975

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Birmingham Fire District. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Birmingham Fire District (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes that volunteer fire departments/districts are valuable resources of the County for fire protection; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to purchase a response

boat with trailer that will house their dive team equipment.

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 December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
  - a. Purchase audio and visual equipment and accessories for the radio system.

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 December 31, 2010 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

Bettye Fine Collins, President

Jefferson County Commission

Birmingham Fire District

Tommye Cannon, Chief

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

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Oct-12-2010-976

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Forestdale Fire District. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Forestdale Fire District (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes that volunteer fire departments/districts are valuable resources of the County for fire protection; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to purchase a response boat with trailer that will house their dive team equipment.

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 December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds for training and personnel protective equipment.

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 December 31, 2010 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

Bettye Fine Collins, President

Jefferson County Commission

Forestdale Fire District

Donald E. Melton, Chief

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

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There upon the Commission Meeting was adjourned to meet Tuesday, October 19, 2010, at a 10:00 a.m in Commission Chambers.

\_\_\_\_\_  
President

ATTEST

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Minute Clerk