

STATE OF ALABAMA)

JEFFERSON COUNTY) December 14, 2010

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Bowman seconded by Commissioner Knight that the Minutes of November 23, 2010, be approved. Voting "Aye" Bowman, Knight, Brown, Carrington and Stephens.

Motion was made by Commissioner Brown seconded by Commissioner Knight to add an item of New Business. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

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A Public Hearing was held to receive comments on the request from Michael Burrow of BBC Development, LLC for vacation of abandoned right-of-way on Newfound Road. There being no comments, the Commission took the following action.

Dec-14-2010-1123

November 19, 2010

WHEREAS, Michael Burrow, for BBC Development, L.L.C. is/are the owner(s) of the land abutting the following described road right of way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

That part of the prescriptive right of way of Old Newfound Road lying in the SW ¼ of the SE ¼ of Section 8, Township 16 South, Range 3 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the SW ¼ of the SE ¼ of Section 8, Township 16 South, Range 3 West and run westerly along the southerly line of said Section a distance of 613 feet, more or less, to the easterly right-of-way of Newfound Road as recorded in Real Book 2157 Page 257 in the Probate Office of Jefferson County, Alabama; thence turn right an angle of 81° 06' and run northwesterly along said right-of-way a distance of 200 feet, more or less, to the centerline of Old Newfound Road and the Point of Beginning of the vacation of the prescriptive right-of-way of said Old Newfound Road. Said right-of-way being of variable widths; thence turn right an angle of 42° 44'58" and run northeasterly a distance of 253.04 feet to the point of beginning of a curve to the left, having a central angle of 88° 44'53" and a radius of 122.1 feet; thence run northeasterly, northerly, and northwesterly along the arc of said curve a distance of 189.13 feet; thence run northwesterly along the extended tangent of said curve a distance of 202.91 feet to the point of beginning of a curve to the right having a central angle of 46° and a radius of 85 feet; thence run northwesterly along the arc of said curve a distance of 68.24 feet; thence run northwesterly along the extended tangent of said curve a distance of 40 feet, more or less, to the southerly line of the Gardendale Sewer Line S-1 sanitary sewer easement as recorded in Deed Book 9309 Page 8327 in the Probate Office of Jefferson County, Alabama and the end of this vacation.

Less and except any part lying within the Newfound Road right-of-way as recorded in said Real Book 2157 Page 257.

Less and except any part lying within the Gardendale Sewer Line S-1 sanitary sewer easement as recorded in said Deed Book 9309 Page 8327.

The intent of this vacation is to vacate all of the prescriptive right-of-way of Old Newfound Road lying in the SW ¼ of the SE ¼ of Section 8, Township 16 South, Range 3 West: that is southerly of the intersection of the Gardendale Sewer Line S-1 sanitary sewer easement with the easterly right-of-way of Newfound Road; and that is easterly of the of the right-of-way of Newfound Road. Said sanitary sewer easement and road right-of-way being described in Deed Book 9309 Page 8327 and Real Book 2157 Page 257, both being recorded in the Probate Office of Jefferson County, Alabama.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map. Plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent

to said, Michael Burrow. for BBC Development, L.L.C tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

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Public Hearing was held to receive comments on the request from Craig S. Jordan for vacation of unmaintained Queenstown Alley, Block 15. Judy Bailey, representing the City of Trussville had questions regarding the vacation, After comments, the Commission took the following action.

Dec-14-2010-1124

November 19, 2010

WHEREAS, Craig S. Jordan and James Herring is/are the owner(s) of the land abutting the following described road right of way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

All that part of the right-of-way of an alley lying northeasterly of, and abutting the Northeasterly lot line of Lots 2 thru 6, Block 45 of the survey of the Map of Queenstown as recorded in Map Book 7 Page 72 in the Probate Office of Jefferson County, Alabama and lying southwesterly of and abutting the northwesterly 183.92 feet of the Southwesterly lot line of Lot N of Block 45 of said subdivision.

All of said right-of-way lies in the NW ¼ of the NE ¼ of Section 3, Township 17 South, Range 1 West, Jefferson County, Alabama.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map. Plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Craig S. Jordan and James Herring tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

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A Public Hearing was held to receive comments on the liquor application submitted by Cresview Sportsman, LLC; Jennifer Hallman and Charlotte Nethery, Members/Operators; d/b/a Cresview Sportsman. There being no comments, the Commission took the following action.

Dec-14-2010-1125

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Cresview Sportsman, LLC; Jennifer Hallman and Charlotte Nethery, Members/Operators; d/b/a Cresview Sportsman located at 7656 Highway 78 West, Dora, Alabama 35062 for a Lounge Retail Liquor -Class II (Package - Off-Premise) license, be and hereby is approved.

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

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A Public Hearing was held to receive comments on approval of a bond issuance pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, by the Public Park and Recreation Board of Jefferson County, for the benefit of the Young Men's Christian Association. (Bond Financed Facilities-Bruno's). Mrs. Jones was present representing the YMCA. After discussions, the Commission took the following action.

Dec-14-2010-1126

Proposed Resolution for TEFRA Approval of Hoover Branch Project

RESOLUTION FOR  
APPROVAL OF BONDS PURSUANT TO  
SECTION 147(f) OF THE INTERNAL REVENUE  
CODE OF 1986. AS AMENDED

WHEREAS, The Public Park and Recreation Board of Jefferson County, a public corporation organized under the laws of the State of Alabama (the "Board"), proposes to issue its revenue bonds in an amount not to exceed \$7,500,000 (the "Bonds") to provide financing for the benefit of the Young Men's Christian Association of Birmingham, an Alabama non-profit corporation (the "YMCA");

WHEREAS, the Board proposes to use the proceeds of the Bonds to finance the acquisition, construction and equipping of certain fitness, athletic and recreation facilities (the "Bond Financed Facilities"). The Bond Financed Facilities will include (1) approximately 9.6 acres of real property located 2250 Highway 150, which is at the corner of Highway 150 and Shades Crest Road in the City of Hoover, Jefferson County, Alabama, (2) an existing building of approximately 53,000 square feet, (3) renovations, additions, and improvements to such building necessary in order for it to be used as a YMCA facility for the wellness, fitness and exercise of youth and families, and (4) equipment useful in connection with the proposed operations at the Bond-Financed Facilities, including exercise and fitness equipment, furniture and office equipment. The Bond-Financed Facilities will be located wholly within the City of Hoover, Jefferson County, Alabama;

WHEREAS, the Board proposes to lease the Bond-Financed Facilities to the YMCA, as the initial manager or operator thereof;

WHEREAS, the Bonds will be limited obligations of the Board and will be payable solely from the rentals payable by the YMCA and any other revenues or receipts derived by the Board from the Bond-Financed Facilities. The lease agreement between the Board and the YMCA will provide for the payment of rentals by the YMCA sufficient to pay debt service on the Bonds when due. The Bonds will be secured under an agreement whereby the Board will pledge the rentals and other receipts from the Bond-Financed Facilities for the benefit of the holders of the Bonds. The Bonds will not be general obligations of the Board and will not in any way constitute a debt, liability or obligation of the State of Alabama, Jefferson County, Alabama, the City of Hoover, Alabama or any other political subdivision of the State of Alabama. The Bonds will not be payable from any tax revenues; and

WHEREAS, a public hearing concerning the proposed issuance of the Bonds was held in Commission's chambers at the Jefferson County Courthouse in Jefferson County, Alabama at 9 a.m. on December 14, 2010; notice of such hearing was given by publication in The Birmingham News on November 28, 2010, and such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Bond-Financed Facilities to express their views, both orally and in writing.

NOW, THEREFORE, BE IT RESOLVED, that the County Commission hereby consents to and approves the issuance of the Bonds for the purposes set forth herein. This consent and approval is being given pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and this consent to and approval of the issuance of the Bonds should not be construed as expressing any view whatsoever as to the financial feasibility of the Bond-Financed Facilities or the adequacy of any security provided for the Bonds. This certificate shall never be taken to impose any liability of any kind whatsoever upon the County Commission or Jefferson County, Alabama.

Dated: December 14, 2010.

W. D. Carrington

Chairman of the Jefferson County Commission

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

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A Public Hearing was held to receive comments on approval of a bond issuance pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, by the Public Park and Recreation Board of Jefferson County, for the benefit of the Young Men's Christian Association. (YMCA Project-Greystone). There being no comments, the Commission took the following action.

Dec-14-2010-1127

Proposed Resolution for TEFRA Approval for Refinance of Greystone Project

RESOLUTION FOR  
APPROVAL OF BONDS PURSUANT TO  
SECTION 147(f) OF THE INTERNAL REVENUE  
CODE OF 1986. AS AMENDED

WHEREAS, The Public Park and Recreation Board of Jefferson County, a public corporation organized under the laws of the State of Alabama (the "Board"), proposes to issue its revenue bonds in an amount not to exceed \$5,250,000 (the "Bonds") to provide financing for the benefit of the Young Men's Christian Association of Birmingham, an Alabama non-profit corporation (the "YMCA");

The Board proposes to use the proceeds of the Bonds to refinance the Board's Revenue Bonds (YMCA Project), Series 2005, which are currently outstanding in the aggregate principal amount of approximately \$4,800,000 and which provided original financing for the acquisition of certain fitness, athletic and recreation facilities (the "Bond Financed Facilities"). The Bond-Financed Facilities include (1) approximately 8.6 acres of real property located at 5414 Highway 280 in Shelby County, Alabama, (2) a building of approximately 46,500 square feet that is used as YMCA facility for the wellness, fitness and exercise of youth and families, and (3) equipment used in connection with operations at the Bond-Financed Facilities, including exercise and fitness equipment, furniture and office equipment. The Bond-Financed Facilities are located wholly within unincorporated Shelby County, Alabama, which consented to the Board's original financing of the Bond-Financed Facilities in accordance with applicable law;

The Board currently leases the Bond-Financed Facilities to the YMCA, which is the manager or operator thereof;

The Bonds will be limited obligations of the Board and will be payable solely from the rentals payable by the YMCA and any other revenues or receipts derived by the Board from the Bond-Financed Facilities. The lease agreement between the Board and the YMCA will provide for the payment of rentals by the YMCA sufficient to pay debt service on the Bonds when due. The Bonds will be secured under an agreement whereby the Board will pledge the rentals and other receipts from the Bond-Financed Facilities for the benefit of the holders of the Bonds. The Bonds will not be general obligations of the Board and will not in any way constitute a debt, liability or obligation of the State of Alabama, Jefferson County, Alabama, Shelby County, Alabama, or any other political subdivision of the State of Alabama. The Bonds will not be payable from any tax revenues; and

WHEREAS, a public hearing concerning the proposed issuance of the Bonds was held in Commission's chambers at the Jefferson County Courthouse in Jefferson County, Alabama at 9 a.m. on December 14, 2010; notice of such hearing was given by publication in The Birmingham News on November 28, 2010, and such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Bond-Financed Facilities to express their views, both orally and in writing.

NOW, THEREFORE, BE IT RESOLVED, that the County Commission hereby consents to and approves the issuance of the Bonds for the purposes set forth herein. This consent and approval is being given pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and this consent to and approval of the issuance of the Bonds should not be construed as expressing any view whatsoever as to the financial feasibility of the Bond-Financed Facilities or the adequacy of any security provided for the Bonds. This certificate shall never be taken to impose any liability of any kind whatsoever upon the County Commission or Jefferson County, Alabama.

Dated: December 14, 2010.

W. D. Carrington

Chairman of the Jefferson County Commission

Motion was made by Commissioner

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STAFF DEVELOPMENT

Multiple Staff Development

Roads & Transportation - 2 participants

Denise Shelton	Homewood, Alabama	\$765.00
William Wise	IRWA Course 100 "Principles of Land Acquisition" January 11-14, 2011	\$765.00

Individual Staff Development

Cynthia Waltenburg	CGMH	Birmingham, Alabama Complicated Grief Program December 2, 2010	\$179.00
T. A. Lawson, II	County Attorney	Birmingham, Alabama CLE Seminar to obtain credit hours necessary to maintain Bar license	\$295.00

December 3, 2010

Allen Kniphfer	EMA	Emmitsburg, Maryland E959: NIMS ICS All-Hazards Seciton Chief T-T-T January 2-7, 2011	\$373.36
Beverly Alldredge	Family Court	Birmingham, Alabama First Aid & CPR Instructor Training December 1-3, 2010	\$170.00
Harold Dickinson	Family Court	Birmingham, Alabama Bipolar Disorder Training January 4, 2011	\$169.00
Janet Brewer	Land Dev.	Pelham, Alabama Vegetation Establishment & Management for Effective Erosion & Sediment Control December 16, 2010	\$125.00
Charles Bell	Revenue	Atlanta, Georgia Audit McComm North America and NSORO LLC December 12-17, 2010	\$952.80
Wesley Scott Moore	Revenue	Nashville, Tennessee Audit Geosync Development, LLC and Western Express, Inc. December 12-17, 2010	\$1,079.90

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

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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)

WEEK OF 11/9/10 - 11/17/10

1. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MONTAGE ENTERPRISES, BLAIRSTOWN, NJ, OPEN PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049762 EST \$10,000.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, FOR OUTPATIENT HOME OXYGEN SERVICE FOR FISCAL YEAR 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049784 \$30,000.00 TOTAL REFERENCE BID # 216-09B
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MANTEK, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR PARTS WASHER RENTAL ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049779 EST. \$13,204.00 TOTAL
4. BULK STORES WAREHOUSE AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR FEMININE PRODUCTS FOR THE PERIOD OF 11/24/10 TO 11/23/11. REFERENCE BID # 11-11 EST. \$7,655.20 TOTAL
5. ALL JEFFERSON COUNTY FACILITIES FROM WAREHOUSE EQUIPMENT AND SUPPLY COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ANNUAL MAINTENANCE FOR OVERHEAD DOORS FOR THE PERIOD OF 1/01/11 TO 12/31/11. REFERENCE BID # 72-09 EST. \$27,004.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL - INFORMATION TECHNOLOGY FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, FOR PRINTER MAINTENANCE SUPPORT FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049948 EST. \$45,000.00 TOTAL REFERENCE BID # 104-09R
7. COOPER GREEN MERCY HOSPITAL FROM CARDINAL HEALTH, CHARLOTTE, NC, OPEN PURCHASE ORDER FOR CHEMICALS, LABORATORY, REAGENTS ON AN AS NEEDED BASIS FOR FISCAL YEAR 2011. SAP PURCHASE ORDER # 2000049814 EST. \$9,000.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCE-ONE HEALTHCARE, MENTOR, OH, OPEN PURCHASE ORDER FOR FUGI RADIOGRAPHIC FILM ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 TO

- 9/30/11. SAP PURCHASE ORDER # 2000049810 EST. \$152,250.00 TOTAL  
AMERINET CONTRACT # 850050362
9. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM RADIOMETER AMERICA INCORPORATED, CHICAGO, IL, OPEN PURCHASE ORDER FOR RADIOMETER SUPPLIES, REAGENTS AND CONTROLS ON AN AS NEEDED BASIS FOR THE FISCAL YEAR 2011. SAP PURCHASE ORDER # 2000049812 EST. \$40,000.00 TOTAL
  10. COMMUNITY DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR MARIE FORTE.  
SAP PURCHASE ORDER # 2000047128 \$595.00 TOTAL REFERENCE BID # 190-10
  11. COOPER GREEN MERCY HOSPITAL - DATA PROCESSING FROM MEDITECH, CHICAGO, IL, CONTRACT RENEWAL FOR MAINTENANCE SUPPORT FOR THE PERIOD OF 10/01/10 TO 9/30/11. REFERENCE BID # 138-07  
EST. \$268,000.00 TOTAL
  12. COOPER GREEN HOSPITAL DATA PROCESSING FROM LSS DATA SYSTEMS, EDEN PRAIRIE, MN, CONTRACT RENEWAL FOR MAINTENANCE FOR MEDICAL PRACTICE MANAGEMENT APPLICATION IN MEDITECH SYSTEM FOR THE PERIOD OF 10/01/10 TO 9/30/11. SHOPPING CART # 10000142638/1 EST. \$15,000.00 TOTAL  
COMMISSION APPROVED 5/2/05; MINUTE BOOK 148, PAGE 101-106
  13. ROADS AND TRANSPORTATION FROM XEROX CORPORATION, DALLAS, TX, CONTRACT RENEWAL FOR XEROX 8830 COPIER MAINTENANCE FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049947  
EST. \$7,188.00 TOTAL
  14. JEFFERSON REHABILITATION AND HEALTH CENTER FROM UNICARE 285 C/O OMNICARE INCORPORATED, COLUMBUS, OH, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER COST OF ALREADY RENDERED PHARMACEUTICAL SERVICES. SAP PURCHASE ORDER # 2000039294 \$11,018.16 TOTAL  
REFERENCE BID # 290-06
  15. GENERAL SERVICES FROM OLYMPIA SPRINKLER INSTALLATION INCORPORATED, ONEONTA, AL, FOR FIRE SPRINKLER SYSTEM INSPECTIONS. SAP PURCHASE ORDER # 2000049945 \$44,015.00 TOTAL  
REFERENCE BID # 272-08
  16. COOPER GREEN MERCY HOSPITAL FROM DEPUY MITEK, CHICAGO, IL, FOR QUICKANCHOR, QUICKANCHOR PLUS AND VAPR ELECTRODE. SAP PURCHASE ORDER # 2000049992 \$6,000.00 TOTAL
  17. GENERAL SERVICES FROM A D I, ATLANTA, GA, FOR ELECTRONIC SUPPLIES FOR THE PERIOD OF 10/26/10 TO 9/30/11. SAP PURCHASE ORDER # 2000050041 \$75,000.00 TOTAL REFERENCE BID # 229-10
  18. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM BECKMAN COULTER, PALATINE, IL, PAYMENT FOR OUTSTANDING INVOICE FOR CHEMICALS, LABORATORY, AND REAGENTS. SAP PURCHASE ORDER # 2000049951  
\$50,821.10 TOTAL
  19. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MONTAGE ENTERPRISES, BLAIRSTOWN, NJ, OPEN PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049762 \$10,000.00 TOTAL
  20. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LEICA BIOSYSTEMS, CHICAGO, IL, CONTRACT RENEWAL FOR HISTOLOGY SUPPLIES FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000050010  
EST. \$13,000.00 TOTAL REFERENCE BID # 217-08
  21. COOPER GREEN MERCY HOSPITAL FROM GENERAL ELECTRIC CAPITAL, PHILADELPHIA, PA, CONTRACT RENEWAL FOR MICROSCOPE LEASE FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000050011  
\$20,445.84 TOTAL LEASE AGREEMENT (NO BID)
  22. COOPER GREEN MERCY HOSPITAL FROM GENERAL ELECTRIC CAPITAL, PHILADELPHIA, PA, CONTRACT RENEWAL FOR ICAD LEASE FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000050012  
\$10,049.22 TOTAL LEASE AGREEMENT (NO BID)
  23. JEFFERSON REHABILITATION AND HEALTH CENTER FROM RURAL METRO, BESSEMER, AL, RECOMMENDATION TO AWARD CONTRACT FOR AMBULANCE SERVICES FOR THE PERIOD OF 11/30/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000049821 EST. \$7,000.00 TOTAL REFERENCE BID # 5-11
  24. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER CAPITAL, PHILADELPHIA, PA, TO PAY FOR PAST DUE INVOICE FOR HEMATOLOGY ANALYZER. SAP PURCHASE ORDER # 2000049880  
\$6,200.24 TOTAL REFERENCE BID # 113-05
  25. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE TECHNOLOGIES, MENTOR, OH, RECOMMENDATION TO AWARD CONTRACT FOR CHEMISTRY PROCESSOR FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049761 EST. \$8,000.00 TOTAL REFERENCE BID # 224-10

WEEK OF 11/18/10 - 11/23/10

1. COOPER GREEN MERCY HOSPITAL, FAMILY COURT YOUTH DETENTION COUNTY JAIL AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM BUFFALO ROCK, BIRMINGHAM, AL, TO AWARD CONTRACT FOR REPETITIVE DISPENSING MACHINE SUPPLIES FOR THE PERIOD OF 12/01 / 10 TO 9/3 0/ 11.  
REFERENCE BID # 128-1OR EST. \$10,000.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCE ONE HEALTHCARE, MENTOR, OH, FOR BARIUM CONTRAST MEDIA FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049734  
\$25,000.00 TOTAL AMERINET CONTRACT # VH10130
3. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM PHILIPS MEDICAL SYSTEMS, ATLANTA, GA, CONTRACT RENEWAL FOR RADIOLOGY MAINTENANCE FOR THE PERIOD OF 10/01/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000050252 EST. \$48,309.84 TOTAL REFERENCE BID # 65-09
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM PENNSYLVANIA CYTOLOGY, MONROE, AL, CONTRACT RENEWAL FOR LABORATORY TESTING AND PAP SMEARS FOR THE PERIOD OF 10/01 / 10 TO 9/3 0/ 11.  
SAP PURCHASE ORDER # 2000050234 EST. \$72,000.00 TOTAL REFERENCE BID # 41-10
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SIEMENS HEALTHCARE DIAGNOSTICS, DALLAS, TX, FOR SIEMENS MICROSCAN SERVICE FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000050250  
\$7,250.00 TOTAL REFERENCE BID # 2-10
6. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM GENZYME GENETICS, PITTSBURGH, PA, CONTRACT RENEWAL FOR CANCER SPECIMEN ANALYSIS FOR THE PERIOD OF 10/01/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000050235 EST. \$20,000.00 TOTAL REFERENCE BID # 61-09
7. REVENUE DEPARTMENT FROM MEYERCORD COMPANY, CHICAGO, IL, TO PURCHASE FOUR (4) CENT FUSION TOBACCO STAMPS. SAP PURCHASE ORDER # 2000050304 \$68,212.50 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM LIFEGAS - DIVISION OF LINDE GAS NORTH AMERICA LLC, CHICAGO, IL, CONTRACT RENEWAL FOR OXYGEN "E" CYLINDER TANKS FOR MEDICAL USE THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000050305 EST. \$15,000.00 TOTAL REFERENCE BID # 18-10
9. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM C R BARD D/B/A BARD PERIPHERAL VASCULAR, CHARLOTTE, NC, TO AWARD CONTRACT FOR ENDO-VASCULAR SUPPLIES (VMI) CONSIGNMENT PROGRAM FOR THE PERIOD OF 12/14/10 - 9/30/11. REFERENCE BID # 19-11 EST. \$650,000.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, CONTRACT RENEWAL FOR BLOOD BANK SUPPLIES FOR THE PERIOD OF 10/01 / 10 TO 9/3 0/ 11.  
SAP PURCHASE ORDER # 2000050328 EST. \$40,000.00 TOTAL REFERENCE BID # 123-08
11. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR INCORPORATED, ATLANTA, GA, CONTRACT RENEWAL FOR BLOOD BANK SUPPLIES FOR THE PERIOD OF 10/01 / 10 TO 9/3 0/ 11.  
SAP PURCHASE ORDER # 2000050329 EST. \$56,000.00 TOTAL REFERENCE BID # 123-08
12. ROADS AND TRANSPORTATION ADMINISTRATION FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR STONE AND RIP RAP ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000031820 \$50,000.00 TOTAL  
REFERENCE BID # 93-08
13. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GS FROM DIRECTV INCORPORATED, LOS ANGELES, CA, FOR CABLE SERVICES FOR THE HOSPITAL AND CLINICS. SAP PURCHASE ORDER # 2000050370 \$10,192.32 TOTAL
14. BULK STORES WAREHOUSE (MAIN) FROM WITTICHEN SUPPLY, BIRMINGHAM, AL, FOR YORK C OIL FOR AIR CONDITIONER. SAP PURCHASE ORDER # 7000005465 \$9,780.00 TOTAL
15. GENERAL SERVICES FROM M & A SUPPLY COMPANY INCORPORATED, NASHVILLE, TN, FOR HEATER/AC UNIT AT CAMP KETONA SIGH SHOP. SAP PURCHASE ORDER # 2000050280 \$7,388.00 TOTAL
16. COOPER GREEN MERCY HOSPITAL FROM USA MOBILITY, DALLAS, TX, FOR PAGER SERVICE.  
SAP PURCHASE ORDER # 2000050341 \$15,000.00 TOTAL
17. GENERAL SERVICES FROM ELECTION SYSTEMS AND SOFTWARE INCORPORATED, CHICAGO, IL, CONTRACT RENEWAL FOR SOFTWARE MAINTENANCE FOR THE PERIOD OF 12/01/10 TO 11/30/11.  
SAP PURCHASE ORDER # 2000050275 \$20,444.29 TOTAL

For Week of 11/24/10 -12/01/10

1. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM ALERE NORTH AMERICA INCORPORATED, BOSTON, MA, OPEN PURCHASE ORDER FOR BIOSITE BNP KITS, CALIBRATORS AND CONTROLS ON AN AS NEEDED BASIS FOR FISCAL YEAR 2011. SAP PURCHASE ORDER # 2000050398 EST. \$10,000.00 TOTAL

2. ROADS AND TRANSPORTATION BRIDGE DIVISION FROM UNITED PLYWOOD, BIRMINGHAM, AL, FOR BRIDGE  
TIMBER TREATED WITH PCF 60. SAP PURCHASE ORDER # 7000005531 \$30,792.00 TOTAL  
REFERENCE BID # 15-11
3. COMMUNITY DEVELOPMENT FROM GARY L. HAND D/B/A HAND CONSTRUCTION, BESSEMER, AL, CHANGE ORDER  
TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR LOLA CARTER.  
SAP PURCHASE ORDER # 2000046715 \$2,015.00 TOTAL REFERENCE BID # 165-10
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM OZARK RESCUE SUPPLIERS, ROGERS, AR, FOR RESCUE GEAR  
AND ACCESSORIES. SAP PURCHASE ORDER # 2000050236 \$5,114.30 TOTAL
5. GENERAL SERVICES: FAMILY COURT FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, FOR FILTERS.  
SAP PURCHASE ORDER # 2000050526 \$5,625.96 TOTAL REFERENCE BID # 146-08
6. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM ALABAMA DEPARTMENT OF PUBLIC HEALTH  
(RADIOLOGY), MONTGOMERY, AL, FOR PAYMENT OF RADIOACTIVE MATERIAL LICENSE FOR FISCAL YEAR 2011.  
SAP PURCHASE ORDER # 2000050441 \$5,700.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE  
INVOICES FOR CHEMISTRY ANALYZERS. SAP PURCHASE ORDER # 2000050483 \$17,667.85 TOTAL  
REFERENCE BID # 11305
8. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM A. IMAGING, BIRMINGHAM, AL, TO PAY PAST DUE  
INVOICES FOR MRI MAINTENANCE. SAP PURCHASE ORDER # 2000050480 \$18,250.00 TOTAL  
REFERENCE BID # 194-07
9. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FLEETWOOD FINANCIAL, SUMMIT, NJ, TO PAY PAST DUE  
INVOICES FOR RADIOGRAPHIC EQUIPMENT. SAP PURCHASE ORDER # 2000038300 \$14,000.00 TOTAL  
60 MONTH LEASE
10. COOPER GREEN MERCY HOSPITAL PHARMACY FROM ABO PHARMACEUTICALS, SAN DIEGO, CA, TO AWARD  
CONTRACT FOR FLU VACCINE FOR 2011-2012 FLU SEASON. REFERENCE BID # 228-10R EST. \$88,000.00 TOTAL

REPORTED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELF, MAPLES AND COPELAND, BIRMINGHAM, AL,  
TO PAY INVOICE #76648 FOR SERVICE ALREADY RENDERED UNTIL CONTRACT COULD BE EXECUTED.  
SAP PURCHASE ORDER # 2000050416 \$5,000.00 TOTAL REFERENCE BID # 41-10

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
11/23/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REDUCING VALVE;FEDEX;HOOKS	CGH: CENTRAL OPERATIONS	118.20	1900044449
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TRAVEL DUE DR SIMMONS	CORONER/MEDICAL EXAMINER	40.03	1900044601
DISTRICT 1	1000193	JEFFERSON CO TREASURER	UNIFORM FOR DEPUTY CORONER	CORONER/MEDICAL EXAMINER	34.95	1900044610
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BLG/RETURN SHIP FOR KRONOS	GEN SVCS: ADMINISTRATION	64.54	1900046485
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED FERNS FOR THE COURTHOUSE	GEN SVCS: ADMINISTRATION	49.77	1900044900
DISTRICT 1	1000193	JEFFERSON CO TREASURER	T-SHIRTS,COOKIE,MKT VENTURE, MEDICAID,CRTRDGE	CGH: DIETARY	843.63	1900044833
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED GLUE FOR FRAMING RESOLUTIONS	GEN SVCS: ADMINISTRATION	17.97	1900044838
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEPUTY CORONER UNIFORMS	CORONER/MEDICAL EXAMINER	60.00	1900046491
DISTRICT 1	1002559	ALLIANCE COMMUNITY CNTR	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900046570
DISTRICT 1	1003093	DAVID GARRISON	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900046572
DISTRICT 1	1003872	JAMES H MURRAY	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900046743
DISTRICT 1	1004424	SHIRIN BANU	REIMBURSEMENT LICENSING & INSURANCE	CGH: ADMINISTRATION	1,141.00	1900044600
DISTRICT 1	1005369	PATTY TUMBUSH	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900046744
DISTRICT 1	1026688	MICHAEL WIGGINS	M.WIGGINS REIMBURSEMENT	CGH: ADMINISTRATION	723.00	1900044609
DISTRICT 1	1026860	DONALD LILLEBO	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900046742
*DISTRICT 1					3,293.09	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WEED EATER CORD, TARPAULIN	R&T: BRIDGE MAINT/CONSTR	223.69	1900046484
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FEE FOR SR/WA CANDIDACY APP.-P. R. TURNER	R&T: RIGHT OF WAY	50.00	1900044864
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, FUEL, BACK SUPPORT BRACE	FLEET MGMT: ADMINISTRATION	152.50	1900045150
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT -ALAN K. DODD	R&T: RIGHT OF WAY	18.88	1900044842
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES (TABLE CLOTHES)-LWIB MEETING	ECON DEV WORKFORCE INVESTT	31.16	1900046686
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REFUND FOR BAGGAGE	COMMUNITY DEVELOPMENT	50.00	1900046684
DISTRICT 2	1000193	JEFFERSON CO TREASURER	RECORDING FEES BESS. PROBATE #379802	R&T: RIGHT OF WAY	5.00	1900046502
DISTRICT 2	1000412	NATIONAL SOCIETY OF	NSPE 2011 ASSOC. DUES FOR K BURTON	R&T: DESIGN	218.00	1900044861
DISTRICT 2	1000817	AMERICAN SOCIETY OF	ASCE 2011 DUES FOR WAYNE SULLIVAN	R&T: ADMINISTRATION	255.00	1900044863
DISTRICT 2	1001296	ST VINCENTS OCCUPATIONAL	FIT FOR DUTY EXAM FEES ON E. CAIN	R&T: ADMINISTRATION	60.00	1900044862
DISTRICT 2	1001989	JEFF COUNTY TAX COLL	PAY STORM FEES/TAXES MORGAN RD PROJ-2010	R&T: RIGHT OF WAY	278.42	1900046703
DISTRICT 2	1001989	JEFF COUNTY TAX COLL	PAY STORM WATER FEES/TAXES RDS.TRANS.-2010	R&T: RIGHT OF WAY	2,420.00	1900046701
DISTRICT 2	1020933	THE ECONOMIST	SUBSCRIPTION EXTENSION	FLEET MGMT: ADMINISTRATION	109.00	1900045002
DISTRICT 2	1025966	DEANDERNETTE DAILEY	MILEAGE REIMBURSEMENT AMERICORP	SENIOR CITIZEN SERVICES	251.51	1900044858
DISTRICT 2	1025966	DEANDERNETTE DAILEY	REIMBURSE EXPENSE FOR AMERICORP GRANT	SENIOR CITIZEN SERVICES	88.00	1900046741
*DISTRICT 2					4,211.16	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FEE FOR SR/WA CANDIDACY APP.-K. STONE	R&T: RIGHT OF WAY	50.00	1900044772
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PAINT FOR BRIDGE BEAMS,PARTS FOR WEEDEATERS	R&T: BRIDGE MAINT/CONSTR	137.63	1900044636
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FEE FOR SR/WA CANDIDACY APP.-D. SHELTON	R&T: RIGHT OF WAY	50.00	1900044618
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FEE FOR SR/WA CANDIDACY APP.-K. WATSON	R&T: RIGHT OF WAY	50.00	1900044612



DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: BB HOLSTERS & USB CABLES	INFO TECH: TECHNICAL SERVICES	207.30	1900046481
DISTRICT 3	1000301	INTL ASSOC OF ASSESSING	IAAO JANE MARDIS - MEMBERSHIP	BD OF EQUAL - BHAM STATE	175.00	1900044653
DISTRICT 3	1000817	AMERICAN SOCIETY OF	2011 ASCE DUES FOR N. KORNEGAY	R&T: DESIGN	225.00	1900044594
DISTRICT 3	1002605	PROBATE CT OF JEFF CO	PAY CTBILL 44068 CONDEM TR.75 PRO.BESS. MORGAN R	R&T: ADMINISTRATION	7,887.92	1900044275
DISTRICT 3	1003628	GOVDEALS INC	ONLINE AUCTION FEES. INV# 311-092010	FLEET MGMT: ADMINISTRATION	1,338.63	1900044588
DISTRICT 3	1006206	SKYLINE PUBLISHING CO	SUBSCRIPTION RENEWAL FLEET MGT	FLEET MGMT: ADMINISTRATION	195.00	1900044589
DISTRICT 3	1024029	PAMELA J BILLUPS	REIMB MILEAGE-PAM BILLUPS- NOTARY CONF.	REVENUE	79.38	1900044997
DISTRICT 3	1026331	WILLIAMS J SARIEGO	PAY TR29.0010 W. SARIEGO -PURCH TRAILER MORGAN	R&T: ADMINISTRATION	27,000.00	1900044439
*DISTRICT 3					37,395.86	
DISTRICT 4	1000150	CAWACO RC&D COUNCIL INC	2011 MEMBERSHIP DUES	COMMISSION SUPPORT	2,000.00	1900044856
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAVEL TO BESSEMER TO ASSIST WITH FLU SHOTS	HUMAN RESOURCES ADMINI	12.96	1900044645
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MEDICINE,FOOD;PADLOCK;	YOUTH DETENTION: SUPPORT SVCS	143.84	1900044676
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FAX CART;BACK BRACES, CLASSES	GEN SVCS: ADMINISTRATION	171.99	1900044478
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PARKING, BUS TICKET, FLASHLIGHTS, TONER, FOLDERS	FC JUVENILE PROBATION	325.44	1900044875
DISTRICT 4	1000193	JEFFERSON CO TREASURER	AIRPORT PARKING, TRAVEL REQUEST	FC ADMIN SERVICES	119.08	1900044879
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PLYWOOD;2 SAMS MEMBERSHIPS;IBUPROFEN	YOUTH DETENTION: SUPPORT SVCS	138.64	1900046483
DISTRICT 4	1000405	NATL COUNCIL OF JUVENILE	2010-2011 MEMBERSHIP DUES-JEFF MCGEE	FC ADMINISTRATION	145.00	1900044585
DISTRICT 4	1001601	DEVELLA EDWARDS MALONE	D.MALONE 1001601 CJJ/DMC CONF	FC ADMIN SERVICES	164.00	1900046754
DISTRICT 4	1002112	NATL CTR FOR STATE COURTS	2010-2011 MEMBERSHIP DUES-JEFF MCGEE	FC ADMINISTRATION	125.00	1900044586
DISTRICT 4	1006981	GOVERN FINANCE OFFICERS	REVIEW OF BUDGET BOOK 2011	BUDGET MANAGEMENT	690.00	1900044469
*DISTRICT 4					4,035.95	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES FOR FIRE ALARM	ES: INSTRUMENT SHOP	59.06	1900044646
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE	ES: TURKEY CREEK WWTP	15.19	1900044605
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1/2 GALLON SAMPLE JUGS, FEDEX SHIPPING & KEYS	ES: VALLEY CREEK WWTP	72.55	1900044606
DISTRICT 5	1000193	JEFFERSON CO TREASURER	THREAD,EXTENSION CORDS,TEE,TUBING,PRINTER,INK	ES: PACKAGE WWTP & PUMP STA	260.17	1900044616
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT, DEGLOSSER ALCOHOL & GLASS WINDOW	ES: VALLEY CREEK WWTP	265.74	1900044607
DISTRICT 5	1000193	JEFFERSON CO TREASURER	3/8 DRIVE ,CABLE TIES	ES: TURKEY CREEK WWTP	26.94	1900044635
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIGITAL CAMERA AND ACCESSORIES	ES: INSP ENG & CONSTRUCTION	359.96	1900044665
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENTS	PER BD: ADMINISTRATION	271.14	1900045005
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRANSFORMER BOARD FOR EMER TRANSFER SWITCH	ES: PACKAGE WWTP & PUMP STA	308.49	1900044836
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LOCK ASSEMBLY FOR DOOR	ES: VALLEY CREEK WWTP	325.00	1900044837
DISTRICT 5	1026744	GRANT DEASON	ASSESSORREIM_DEASON_GRADFIRELTROLEPLA	PER BD: TESTING	150.00	1900046699
DISTRICT 5	1026745	DARYL HAYDEN	ASSESSORREIM_HAYDEN_FIREBATTALIONCHIEFF	PER BD: TESTING	322.20	1900046700
DISTRICT 5	1026746	EVAN BLACKHURST	ASSESSORREIM_BLACKHURST_2010GRADFIRECPT	PER BD: TESTING	250.21	1900046691
DISTRICT 5	1026747	TALEEN BRADY	ASSESSORREIM_TALEEN_2010GRADFIRECPT	PER BD: TESTING	233.20	1900046692
DISTRICT 5	1026748	KRISTEN HARGRAVE	ASSESSORREIM_HARGRAVE_2010GRADFIRECPT	PER BD: TESTING	97.68	1900046693
DISTRICT 5	1026749	AMANDA HARMS	ASSESSORREIM_HARMS_GRADFIRELTROLEPLA	PER BD: TESTING	181.00	1900046694
DISTRICT 5	1026751	RABA HOZAIN	ASSESSORREIM_HOZAIN_GRADFIRELTROLEPLA	PER BD: TESTING	150.12	1900046695
DISTRICT 5	1026752	JEFFREY SMITH	ASSESSORREIM_SMITH_GRADFIRELTROLEPLA	PER BD: TESTING	147.09	1900046696
DISTRICT 5	1026753	KATHERINE SULLIVAN	ASSESSORREIM_SULLIVAN_GRADFIRELTROLEPLA	PER BD: TESTING	75.00	1900046697
DISTRICT 5	1026754	PAIGE WOODRUFF	ASSESSORREIM_WOODRUFF_GRADFIRELTROLEPLA	PER BD: TESTING	125.00	1900046698
*DISTRICT 5					3,695.74	
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	MOBIL OIL, PRESSURE GAUGES, PLUMBING	ES: VALLEY CREEK WWTP	331.62	1900044874
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	FUSES, GOLF CART REPAIR, COUPLING, RELAY	ES: VALLEY CREEK WWTP	458.39	1900044604
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	GREEN PAPER;INK CARTRIDGE;DETERGENT;KEYS;TIMER	ES: FIVE MILE CREEK WWTP	226.83	1900044647
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	SANDING SPONGES AND LIME REMOVER	ES: VALLEY CREEK WWTP	116.29	1900044832
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	WATER;PAINT;SUPPLIES	ES: FIVE MILE CREEK WWTP	357.20	1900044648
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	BOUGHT AN IMPACT SOCKET FOR USE AT PLANT	ES: LEEDS WWTP	6.88	1900044865
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	BOLT BAND CLAMPS	ES: FIVE MILE CREEK WWTP	173.56	1900044876
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	KEYS,LAG SCREWS, WASHERS,QUICKCRETE,ALUM TIE	ES: PACKAGE WWTP & PUMP STA	114.67	1900044855
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	ROPE,UPS,OFFICE SUPPLIES, HOSE REPAIR	ES: CAHABA RIVER WWTP	173.20	1900044860
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL	ES: BIOSOLIDS HANDLING	20.00	1900045003
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMINISTRATION	14.91	1900045004
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	ALUM FOIL LABEL MACHINE SAMPLE JUG POLY TUBING	ES: VALLEY CREEK WWTP	152.55	1900046480
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	INK CARTRDGE;GREASE;VALVE;HOSE;BUSHNG;PIPE	ES: FIVE MILE MAINT SHOP	491.50	1900044877
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	FLAT & SHEET METALS	ES: FIVE MILE MAINTENANCE SHOP	206.00	1900044878
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL	ES: LEEDS WWTP	12.56	1900044866
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	EYE BOLTS,QUICK LINK,BLT SNAP,DRIVE ANCHORS	ES: PACKAGE WWTP & PUMP STA	438.36	1900046482
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	THERMOSTAT; BATTERIES	ES: FIVE MILE CREEK WWTP	157.50	1900044859
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	UNION,5 GALLON CONT.,EPOXY,CEMENT,BEARINGS	ES: PACKAGE WWTP & PUMP STA	202.18	1900046708
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	COIL,SCH 80 ELL,COUPLING,PIPE CEMENT,PRIMER	ES: PACKAGE WWTP & PUMP STA	471.63	1900046709
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	HYDRAULIC OIL FOR UV SYSTEM	ES: VALLEY CREEK WWTP	437.60	1900046492
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	LICENSE RENEWAL	ES: ADMIN ENG & CONSTRUCTIO	40.00	1900046493
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	PAINT;ANTIFRZ;STAMP;INK;STL;RIBBON;PVC;ASHTRAY	ES: FIVE MILE CREEK WWTP	344.95	1900046494
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	TOILET REPAIR PAINTER TAPE HYDRAULICS KIT	ES: VALLEY CREEK WWTP	373.70	1900046582
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	PIPE FOTTING, HOSE, ACID	ES: VILLAGE MAINT SHOP	269.12	1900046500
ESD RECEIVER	1001989	JEFF CNTY TAX COLLECTOR	PAY STORM WATER FEES/TAXES ENV SERV-2010	ES: SANITATION ADMIN	5,005.00	1900046702
*ESD RECEIVER					10,596.20	
JOINT RESPON	1000193	JEFFERSON CO TREASURER	HAND WASH, LOTION, & SPRAYER	SHER CORRECT-BIRMINGHAM	109.20	1900044460
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	JOHN LEON JR.-MILITARY CONVERSION	SHERIFF ENFORCE-BIRMINGHAM	1,090.80	1900044637
JOINT RESPON	1000734	REAL ESTATE RESEARCH	RERC REAL ESTATE SUBSCRIPTION	BD OF EQUAL - BHAM STATE	500.00	1900044639
JOINT RESPON	1002390	FRANK MARINA	ASSESSORREIM_MARINA_0810FIREBATTALIONCHIE	PER BD: TESTING	439.17	1900044650
JOINT RESPON	1003673	SARAH JACQUELYN RHODES	TRAVEL REIMBURSEMENT FOR S. J. RHODES	PROBATE COURT	115.77	1900044835
JOINT RESPON	1006395	ROBYN PETREE-SCHATZ	ASSESSORREIM_PETREESCHATZ_GRADFIRELTROLEPLA	PER BD: TESTING	135.00	1900044655
JOINT RESPON	1020469	JERRY SMITH	ASSESSORREIM_SMITH_0810FIREBATTALIONCHIE	PER BD: TESTING	482.51	1900044651
JOINT RESPON	1022923	CHARLES CAMPBELL	ASSESSORREIM_CAMPBELL_0810FIREBATTALIONCHIE	PER BD: TESTING	220.25	1900044649
JOINT RESPON	1025167	DEBORAH BRYARS	ASSESSORREIM_BRYARS_0810FIREBATTALIONCHIE	PER BD: TESTING	318.70	1900044652
JOINT RESPON	1025733	CAROLINE WOLTERS	ASSESSORREIM_WOLTERS_GRADFIRELTROLEPLA	PER BD: TESTING	75.00	1900044847
JOINT RESPON	1025780	ALYSIA BRANSFORD	ASSESSORREIM_BRANSFORD_0910GRADFIRELTROLEPLA	PER BD: TESTING	75.00	1900044654
JOINT RESPON	1026231	IZABELA WIDLAK	ASSESSORREIM_WIDLAK_GRADFIRELTROLEPLA	PER BD: TESTING	75.00	1900044661
*JOINT RESPON					3,636.40	
**					66,864.40	

**JEFFERSON COUNTY COMMISSION**  
**Finance Department**  
**Unusual Demands**  
**12/14/2010**

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LICENSE RENEWAL	GEN SVCS: ADMINISTRATION	60.00	1900046486
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBERS APPRENTICE LICENSE	GEN SVCS: ADMINISTRATION	10.00	1900046730
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR REVENUE/KRONOS/PARKING REFUND	GEN SVCS: ADMINISTRATION	38.54	1900046729
DISTRICT 1	1000193	JEFFERSON CO TREASURER	NAMEPLATES FOR NEW COMMISSIONERS	GEN SVCS: ADMINISTRATION	250.00	1900046820
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBERS MASTER LICENSE	GEN SVCS: ADMINISTRATION	500.00	1900046685
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEPUTY CORONER UNIFORMS	CORONER/MEDICAL EXAMINER	110.00	1900046908
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEATH PHOTO SUPPLY	CORONER/MEDICAL EXAMINER	56.99	1900046926
DISTRICT 1	1000194	GENERAL RETIREMENT SYS	DAVID E. FLOYD-MILITARY CONVERSION	CGH: RECOVERY	2,135.59	1900046707
DISTRICT 1	1002876	ANNE-MARIE ADAMS	ABSENTEE MGR FOR NOVEMBER 2, 2010 ELECTION	GEN SVCS: ELECTIONS	9,200.00	1900047086
DISTRICT 1	1005859	WEST JEFFERSON MASONIC	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900047039
DISTRICT 1	1026509	DIANA RUIZ-ROSAS	INSURANCE REFUND	CGH: ADMINISTRATION	100.00	1900046690
DISTRICT 1	1026827	WANDA HARRIS	INSURANCE OVERPAYMENT	CGH: ADMINISTRATION	146.00	1900046706
DISTRICT 1	1026828	CANDICE HARRIS	REFUND EMPLOYEE DISCOUNT	CGH: ADMINISTRATION	216.73	1900046705
DISTRICT 1	1026829	PAUL FIELDS	PATIENT REFUND	CGH: ADMINISTRATION	88.00	1900046704
*DISTRICT 1					12,951.85	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FINGERPRINT FEE MARK MAYS	R&T: HIGHWAY MAINT-KETONA	89.25	1900046726
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL BRIAN THOMAS	R&T: TRAFFIC ENGINEERING	45.00	1900046885
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SENT CONTRACT CERTIFIED MAIL	SENIOR CITIZEN SERVICES	11.20	1900046897
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FEE FOR CHARLES EARLY	R&T: HIGHWAY MAINT-KETONA	30.25	1900047048
DISTRICT 2	1000193	JEFFERSON CO TREASURER	INK, PAINT, SUPPLIES & BATTERIES	R&T: HIGHWAY ENG & CONSTR	100.72	1900046922
*DISTRICT 2					276.42	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MICROWAVE/CASTERS & ELECTRICAL TAPE	SHERIFF ENFORCE-BIRMINGHAM	100.93	1900044591
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LETTER FILE FOLDERS	TAX COLLECTOR-BIRMINGHAM	84.65	1900046732
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEGAL FILE FOLDERS	TAX COLLECTOR-BIRMINGHAM	69.00	1900046734
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEGAL FILE FOLDERS	TAX COLLECTOR-BIRMINGHAM	69.00	1900046736
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LETTER FILE FOLDERS	TAX COLLECTOR-BIRMINGHAM	84.65	1900046731
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEGAL FILE FOLDERS	TAX COLLECTOR-BIRMINGHAM	69.00	1900046737
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEGAL FILE FOLDERS	TAX COLLECTOR-BIRMINGHAM	69.00	1900046733
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEGAL FILE FOLDERS	TAX COLLECTOR-BIRMINGHAM	69.00	1900046735

DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMB FOR JOHN MCCLENDON	FINANCE ADMINISTRATION	7.82	1900046751
DISTRICT 3	1000548	CITY OF VESTAVIA HILLS	09 SMA GRANT REIMBURSEMENT - VESTAVIA	EMER MANAGEMENT AGENCY	2,998.32	1900046905
DISTRICT 3	1000604	GERALD OSBURN	REIMB. MILEAGE - G. OSBURN - OCTOBER	REVENUE	34.02	1900046714
DISTRICT 3	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	62.61	1900046505
DISTRICT 3	1002266	BHAM LARGE USERS GROUP	MBRSP TO BLUG FOR WAYNE CREE	INFO TECH: SYS DEVELOP & ADMIN	200.00	1900046899
DISTRICT 3	1002307	DARRICK WILLIAMS	REIMB. MILEAGE - DARRICK WILLIAMS-OCT	REVENUE	179.82	1900046713
DISTRICT 3	1002605	PROBATE CT OF JEFF CO	PAY COST BILL 44182 CONDEM .BESSPRO. MORGAN RD	R&T: ADMINISTRATION	87,364.50	1900046644
DISTRICT 3	1002605	PROBATE CT OF JEFF CO	PAY COST BILL 44176 CONDEM .BESSPRO. MORGAN RD	R&T: ADMINISTRATION	544,294.50	1900046688
DISTRICT 3	1003069	BOBBY PAKBAZ	TRAVEL REIMBURSEMENT FOR BOBBY PAKBAZ	INFO TECH: TECHNICAL SER	104.86	1900046745
DISTRICT 3	1003506	TANJAWANIA HURST	REIMB. MILEAGE - T. HURST - OCTOBER	REVENUE	74.52	1900046715
DISTRICT 3	1003510	EDGAR RAY WOODIS JR	RETURN TRAVEL AUDIT-10/30-11/12-E. WOODIS	REVENUE	128.80	1900046916
DISTRICT 3	1006290	BARFIELD MURPHY SHANK &	FINANCIAL STATEMENTS ASSISTANCE NOV 09-OCT 10	FINANCE ADMINISTRATION	5,150.00	1900046936
DISTRICT 3	1021013	DEMETRIUS L PRICE	REIMB. MILEAGE-D. PRICE-OCT	REVENUE	74.12	1900046712
DISTRICT 3	1023150	JONES & BERRY PC	PAY J&B TRUST ACCT TR7 ROW ACQ MORGAN ROAD	R&T: ADMINISTRATION	66,000.00	1900044834
DISTRICT 3	1026907	JUSTIN BROOM	REIMB. MILEAGE-J. BROOM (CENTER POINT)11/2	REVENUE	12.15	1900046921
*DISTRICT 3					707,301.27	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CAD - BE READY DAY AFTER ACTION MEETING	EMER MANAGEMENT AGENCY	83.84	1900044047
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EOC FOOD	EMER MANAGEMENT AGENCY	139.76	1900044048
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MILEAGE - JOHANNA	LAND DEVELOPMENT	48.20	1900046772
DISTRICT 4	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES - KATHY	LAND DEVELOPMENT	3.69	1900046773
DISTRICT 4	1000587	JEFF CO TREASURER	VOTER LIST FOR NOVEMBER 2, 2010 GEN ELECTION	BD OF REGISTRARS	20,711.15	1900046931
DISTRICT 4	1001391	ALLEN W KNIPFFER	TRAVEL REIMB. AK - E974 & E953 NIMS TTT	EMER MANAGEMENT AGENCY	54.62	1900046711
DISTRICT 4	1026181	GALEN HALE	G.HALE 1026181 TRAVEL CJJ/DMC	FC ADMIN SERVICES	122.08	1900046762
DISTRICT 4	1026941	LEGISLATIVE REFNCN SER	SUBSCRIPTION	COMMISSIONER, DISTRICT 4	60.00	1900047107
*DISTRICT 4					21,223.34	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMB DOROTHEA RUTLEDGE MILEAGE OCT., 2010	HUMAN RESOURCES ADMIN	49.29	1900044913
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMB PEGGY HORN MILEAGE OCT./NOV., 2010	HUMAN RESOURCES ADMIN	155.55	1900046687
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSE E. YERGAN POSTAGE TO SEND POB'S	HUMAN RESOURCES ADMIN	13.15	1900046748
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSE D. TAYLOR FOR STATE OF ALA. FILING FEES	HUMAN RESOURCES ADMIN	25.00	1900046750
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMB LINDA BUTLER HANNAH MILEAGE OCT., 2010	HUMAN RESOURCES ADMIN	10.33	1900046789
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR CLE SEMINAR 12/16/10	COUNTY ATTORNEY	20.00	1900046972
*DISTRICT 5					273.32	
ESD REC	1000193	JEFFERSON CO TREASURER	PARKING	ES: SANITATION ADMINISTRATION	14.00	1900044998
ESD REC	1000193	JEFFERSON CO TREASURER	GASOLINE-LOCAL MILEAGE	ES: SANITATION ADMINISTRATION	5.00	1900044999
ESD REC	1000193	JEFFERSON CO TREASURER	CDL PORTION OF DRIVER'S LICENSE	ES: CONSTRUCT SEWER LINE	30.00	1900044857
ESD REC	1000193	JEFFERSON CO TREASURER	UPS, PIPE FLOT AND FITTINGS	ES: CAHABA RIVER WWTP	177.96	1900046710
ESD REC	1000193	JEFFERSON CO TREASURER	LAB SAMPLE BOTTLES	ES: TRUSSVILLE WWTP	168.60	1900046609
ESD REC	1000193	JEFFERSON CO TREASURER	HYDRAULIC OIL, ANTI-FREEZE	ES: VALLEY CREEK WWTP	817.45	1900046718
ESD REC	1000193	JEFFERSON CO TREASURER	TAPE;WATER;GRADE IV EXAM;	ES: FIVE MILE CREEK WWTP	197.74	1900046752
ESD REC	1000193	JEFFERSON CO TREASURER	12 VOLT UPS BATTERY	ES: INSTRUMENT SHOP	16.28	1900046753
ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL	ES: LEEDS WWTP	17.01	1900046810
ESD REC	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE FOR OFFICE COMPUTER	ES: TURKEY CREEK WWTP	61.98	1900046596
ESD REC	1000193	JEFFERSON CO TREASURER	BEARING, BACKFLOW PREVENTER	ES: VILLAGE MAINTENANCE SHOP	305.36	1900046740
ESD REC	1000193	JEFFERSON CO TREASURER	CARTRIDGES	ES: TRUSSVILLE WWTP	118.43	1900046607
ESD REC	1000193	JEFFERSON CO TREASURER	MILEAGE FOR CALLOUT	ES: TURKEY CREEK WWTP	9.72	1900046720
ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL	ES: LEEDS WWTP	12.96	1900046747
ESD REC	1000193	JEFFERSON CO TREASURER	FUSES, DRYWALL SUPPLIES	ES: TRUSSVILLE WWTP	31.58	1900046504
ESD REC	1000193	JEFFERSON CO TREASURER	ACTI-CLEAN GEL & PAINT	ES: VALLEY CREEK WWTP	540.50	1900046957
ESD REC	1000193	JEFFERSON CO TREASURER	WOOD SIDING,ROOFING FELT,1X4X12 BOARD,CARP PEN	ES: PACKAGE WWTP & PUMP STA	388.80	1900046906
ESD REC	1000193	JEFFERSON CO TREASURER	CORD CAP, LAMPS, CORD GRIPS, FUSE.	ES: VILLAGE ELECTRICAL SHOP	353.13	1900046903
ESD REC	1000193	JEFFERSON CO TREASURER	CALLED OUT TO PLANT BECAUSE OF ALARM	ES: LEEDS WWTP	21.47	1900046913
ESD REC	1000193	JEFFERSON CO TREASURER	1/2 GALLON DAIRY JUG WITH SCREW NECK	ES: FIVE MILE CREEK WWTP	432.00	1900046934
ESD REC	1000193	JEFFERSON CO TREASURER	1/2 GALLON JUGS WITH CAPS	ES: FIVE MILE CREEK WWTP	487.50	1900046935
ESD REC	1000193	JEFFERSON CO TREASURER	FIBERGLASS, PUMPS, REFRIG., SCREWS, WRENCH, FUSES	ES: VALLEY CREEK WWTP	350.80	1900046959
ESD REC	1000193	JEFFERSON CO TREASURER	GASOLINE-LOCAL MILEAGE	ES: SANITATION ADMINISTRATION	48.26	1900046932
ESD REC	1000194	GENERAL RETIREMENT SYS	BRIAN K. COCKRELL-MILITARY CONVERSION	ES: SHADES LINE MAINTENANCE	1,061.50	1900044873
ESD REC	1002517	WELLS FARGO HOME MORTG	REFUND FOR OVERPAYMENT ACCT# 13-849002	FINANCE SEWER SERVICES	112.03	1900044853
ESD REC	1026604	ELIZABETH GODFREE BEAUBE	REFUND FOR OVERPAYMENT	FINANCE SEWER SERVICES	26.10	1900044256
ESD REC	1026605	WILL HENDRICKS	REFUND FOR OVERPAYMENT	FINANCE SEWER SERVICES	2.45	1900044255
ESD REC	1026606	WILLIAM TURNER	REFUND FOR OVERPAYMENT	FINANCE SEWER SERVICES	30.58	1900044254
ESD REC	1026607	JEFF CO BOARD OF EDUCA	REFUND FOR LEAK ADJ ACCT# R1-840001 (C)	FINANCE SEWER SERVICES	76,882.34	1900044260
ESD REC	1026608	CURTIS WHITE CO	REFUND FOR OVERPAYMENT	FINANCE SEWER SERVICES	5.18	1900044253
ESD REC	1026609	SHAWN JONES	REFUND FOR OVERPAYMENT	FINANCE SEWER SERVICES	32.78	1900044252
ESD REC	1026610	CORLEY MONCUS PC	REFUND FOR OVERPAYMENT	FINANCE SEWER SERVICES	99.61	1900044251
ESD REC	1026619	TRISAN G GAITER &	REFUND FOR OVERPAYMENT ACCT#L 2-6312990	FINANCE SEWER SERVICES	235.61	1900044850
ESD REC	1026658	GAMESTOP CORP	REFUND FOR OVERPAYMENT ACCT#L 2-6312990	FINANCE SEWER SERVICES	49.34	1900044851
ESD REC	1026659	MARY WILLIAMS	REFUND FOR ADJ ACCT# W0-92300 (C)	FINANCE SEWER SERVICES	450.00	1900044852
ESD REC	1026755	EL CENTRO MALL LTD	REFUND FOR OVERPAYMENT ACCT# 12-311002	FINANCE SEWER SERVICES	273.65	1900044869
ESD REC	1026756	LEE C BOHN REFUND	FOR OVERPAYMENT ACCT#L 2-50008885	FINANCE SEWER SERVICES	7.35	1900044868
ESD REC	1026757	DAVID BARNETT	REFUND FOR OVERPAYMENT ACCT#R1-1817502	FINANCE SEWER SERVICES	52.01	1900044871
ESD REC	1026762	ALDA JORDAN	REFUND FOR OVERPAYMENT & FB ACCT#I 4-2136006	FINANCE SEWER SERVICES	2.72	1900044872
*ESD REC					83,929.78	
NOPROFIT CTR	1000193	JEFFERSON CO TREASURER	REIMBURSE FOR PURCHASE OF FUEL FOR TRAVEL	SENIOR CITIZEN SERVICES	15.00	1900046898
*NOPROFIT CTR					15.00	
**					825,970.98	

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

Communication was read from Budget & Management recommending the following:

1. Cooper Green Mercy Hospital \$425,000

Shift funds from operating to capital and add purchasing memorandum to purchase and implement the following: hardware and network equipment, network cabling to support new health information systems with electric medical records and to buy licenses for the inter-system cache. No Additional Funds Required.

2. Cooper Green Mercy Hospital \$15,517.18

Shift funds from operating to capital and add purchasing memorandum to purchase Tencor lift with scales and Welch Allen EKG machine. No Additional Funds Required.

3. Cooper Green Mercy Hospital \$138,282.13

Shift funds from operating to capital and add purchasing memorandum to purchase required medical equipment and a SonoSite. No Additional Funds Required.

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

Dec-14-2010-1128

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Callahan Eye Foundation to provide surgical services not provide by Cooper Green Mercy Hospital for FY10-11 in the amount fo \$76,565. No additional funds required.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and CALLAHAN EYE FOUNDATION HOSPITAL hereinafter referred to as the "Contractor," is hereby effective on October 1, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2009, which was approved by the Jefferson County Commission on October 06, 2009 and recorded in Minute Book 158, Page(s) 506, is hereby extended as follows:

Item 2. Extend the completion dated of this contract from October 0 1, 2010 to September 30, 2011.

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

Jefferson County Commission

W. D. Carrington, President

Cooper Green Mercy Hospital

Sandral Hullett, MD

CEO/Medical Director

CALLAHAN EYE FOUNDATION HOSPITAL

Libby Bailey

Chief Financial Officer

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

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Dec-14-2010-1129

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Care Professional Services to provide collection services on past due patient accounts at Cooper Green Mercy Hospital. No additional funds required.

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

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Dec-14-2010-1130

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Innovation Associates to provide annual maintenance and support for Pharm Assist Robotix for FY10-11 in the amount of \$16,420.50. No additional funds required.

PROFESSIONAL SERVICES AND SUPPORT CONTRACT

THIS AGREEMENT entered into this September 16, 2010 by and between Jefferson County Alabama d/b/a Cooper Green Mercy Hospital - Pharmacy hereinafter called "the County", and INNOVATION ASSOCIATES called "the Contractor". The effective date of this agreement shall be October 1, 2010.

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

WHEREAS, the Contractor desires to furnish said professional services and support to the County.

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

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

2. SCOPE OF SERVICES: This contract results from Cooper Green Mercy Hospital - Pharmacy Department request for Maintenance and support for PharmAssist Robotic. The contracts describe the scope of services called for and Standard Customer Technical Support Program Schedule D, and Invoice No. 75152 for maintenance and support description from INNOVATION ASSOCIATES constitutes essential components of this Contract and is adopted herein by reference. This contract documents constitute the entire agreement between the parties. The Scope of Services is as follows:

DESCRIPTION	QUANTITY	AMOUNT
PharmAssist Robotx	1 each	\$ 8,358.00 each
PharmAssist Software	1 each	\$ 1,485.00 each
Workstation System Server Only	1 each	\$ 2,500.00 each
Workstation Equipment	1 each	\$ 4,077.50 each
	Grand Total	\$16,420.50

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render professional services to Cooper Green Mercy Hospital at any time after the effective date of this Contract. The Contract term expires on September 30, 2011, with the option to renew for a period of up to two (2) additional one (1) year terms.

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

5. COMPENSATION: The Contractor shall be compensated for the services rendered at a cost shown on Item 2: Scope of Goods and Services. Payment terms are Net 30.

6. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

7. 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.

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

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

10. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

12. 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.

13. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners,

agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

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

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

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

WITNESSES: JEFFERSON COUNTY, ALABAMA  
W. D. CARRINGTON, President  
Jefferson County Commission

WITNESSES: INNOVATION ASSOCIATE INC  
Mary Reno, CEO

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

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Dec-14-2010-1131

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and AT&T Language Line Services to provide telephone line interpretation services at Cooper Green Mercy Hospital in the amount of \$60,000. No additional funds required.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and AT&T LANGUAGE LINE SERVICES hereinafter referred to as the "Contractor," is hereby effective on October 01, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 18th day of February, 1998, which was approved by the Jefferson County Commission on February 18, 1998 and recorded in Minute Book 120, Page(s) 76-77, is hereby extended as follows:

Item 1. Extend the completion dated of this contract from October 0 1, 2010 to September 30, 2011.

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

Jefferson County Commission

Cooper Green Mercy Hospital

Bettye Fine Collins, President

Sandral Hullett, MD - CEO/Medical Director

AT&T LANGUAGE LINE SERVICES

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

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Dec-14-2010-1132

BE IT RESOLVED by the Jefferson County Commission that the Commission accepts the donation of medical equipment from Mercedes-Benz U.S. International, Inc. in Tuscaloosa to Cooper Green Mercy Hospital. The medical equipment was originally purchased for an employee health center that did not occur. The equipment includes a new radiographic x-ray machine and other smaller pieces of equipment, which would be an asset to the hospital.

BE IT FURTHER RESOLVED by the Jefferson County Commission that SourceOne be used to deinstall and reinstall radiology equipment. SourceOne will receive payment of \$4,800 for the service.

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

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Dec-14-2010-1133

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to transfer funds in the amount of \$24,257,966.63 to Cooper Green Mercy Hospital (Fund 7031000000) from the indigent Care Fund (Fund 2012000000) for Fiscal Year 2010. This represents the remainder of the indigent care funds for the period of March 1, 2010 through September 30, 2010.

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

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Dec-14-2010-1134

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to transfer funds accumulated in the Indigent Care Fund through October 31, 2010, in the amount of \$3,327,324.61, to Cooper Green Mercy Hospital (Fund 7031000000) from the Indigent Care Fund (Fund 2012000000) for Fiscal Year 2011. The actual amounts allocated to the fund for the period November 1, 2010 through September 30, 2011 should be transferred each month.

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

Dec-14-2010-1135

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, Inc. for the renovation of the Emergency Department at Cooper Green Mercy Hospital in the amount of \$263,869.

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

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Dec-14-2010-1136

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 President of the Commission is authorized to sign the Consolidated Annual Performance and Evaluation Report [CAPER] for Program Year 2009.

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

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Dec-14-2010-1137

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Cooperation Agreement between Jefferson County, Alabama and North Smithfield Manor Greenleas Heights Neighborhood Civic League for the North Smithfield Manor Park Improvements Project (CDBG10-03F-U01-NSM). There is \$200,000 the in federal CDBG funds allocated to this project. This project is from the 2010 program year.

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

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Dec-14-2010-1138

BE IT RESOLVED by the Jefferson County Commission that the President hereby is authorized, empowered and directed to execute Change Order Number One (1) to the Construction Agreement for the Adamsville Senior Center Project (CD07-03A-ADSCM3), dated May 26, 2010, between Jefferson County, Alabama and ReidCo General Contracting, Inc.

The purpose of Change Order Number 1 is increase the completion date by 30 days and to deduct and remove store front door 101 B and pass through window 101B hardware from contract. The total amount for these items deducted are \$6,306.04, Six Thousand Three Hundred Six and 04/100 Dollars. The purposes of Change Order Number 1 is also to increase the scope of work which include a closet door and hardware/101 B Framed opening, 81 1/2 X 52" 1/4 X 4 1/2 Frame with 1/4 temp. glass, one 240 bolt outlet in kitchen area w/receptacle and new breaker in panel, resize plaque, paint for new frames and framing material and labor. The total amount for these items added are \$5038.07, Five Thousand Thirty Eight and 07/100 Dollars. The new completion date will be December 15, 2010. This project is from the Program Year 2007.

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

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Dec-14-2010-1139

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved Jefferson County's Substantial Amendment to the Consolidated Plan 2008 Action Plan for the amount of \$845,709.00 in Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds which is funded under Title XII of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Office of Community & Economic Development desires to assist eligible HPRP residents of the Jefferson County Consortium in paying utility bills; and

WHEREAS; all funds paid to utility companies under the terms of the agreement shall be based on eligibility and availability of HPRP funds.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to allow Jefferson County, Alabama to make payments not to exceed \$50,000.00 to the Alabama Power Company on behalf of those eligible HPRP consortium residents made payable upon request by the Jefferson County Office of Community & Economic Development. The cost will be paid for with HPRP funds.

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

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Dec-14-2010-1140

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved Jefferson County's Substantial Amendment to the Consolidated Plan 2008 Action Plan for the amount of \$845,709.00 in Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds which is funded under Title XII of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Office of Community & Economic Development desires to assist eligible HPRP residents of the Jefferson County Consortium in paying utility bills; and

WHEREAS; all funds paid to utility companies under the terms of the agreement shall be based on eligibility and availability of HPRP funds.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to allow the Finance Director to make payments not to exceed \$50,000 to the Alagasco on behalf of those eligible HPRP consortium residents upon receipt by the Jefferson County Office of Community & Economic Development. The cost will be paid for with HPRP funds.

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

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Dec-14-2010-1141

WHEREAS, Jefferson County, Alabama has been designated as a recipient of Community Development Block Grant (CDBG) federal funds for the 2010-2011 program year; and

WHEREAS, Jefferson County Commission desires to enter into a Public Service contract agreement with One Roof to pay staff salaries for the Homeless Management Information System for an amount not to exceed \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and One Roof (CDBG10-05-MBSH-HMIS) for an amount not to exceed Five Thousand and no/100 Dollars (\$5,000.00). This Agreement is from Program Year 2010 federal funds.

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



Dec-14-2010-1142

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2010; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Cooperative Downtown Ministries (FESG10-05-03T-CDM) for an amount not to exceed \$10,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Cooperative Downtown Ministries (FESG10-05-03T-CDM) for an amount not to exceed Ten Thousand and no/ 100 Dollars (\$10,000.00). The cost will be paid from Program Year 2010 federal funds.

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

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Dec-14-2010-1143

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2010; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Bridge Ministries (FESG10-05Q-BMS) for an amount not to exceed \$14,484.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Bridge Ministries (FESG10-05Q-BMS) for an amount not to exceed Fourteen Thousand Four Hundred Eighty Four and no/100 Dollars (\$14,484.00). The cost will be paid from Program Year 2010 federal funds.

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

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Dec-14-2010-1144

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2010; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Aletheia House (FESG10-05-03T-ALH) for an amount not to exceed \$15,330.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Aletheia House (FESG10-05-03T-ALH) for an amount not to exceed Fifteen Thousand Three Hundred Thirty and no/100 Dollars (\$15,330.00). The cost will be paid from Program Year 2010 federal funds.

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

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Dec-14-2010-1145

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2010; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Pathways (FESG10-05-03T-PAT) for an amount not to exceed \$15,330.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Pathways (FESG1005-03T-PAT) for an amount not to exceed Fifteen Thousand Three Hundred Thirty and no/100 Dollars (\$15,330.00). The cost will be paid from Program Year 2010 federal funds.

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

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Dec-14-2010-1146

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2010; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with YWCA-Interfaith Hospitality House (FESG10-05-INT) for an amount not to exceed \$15,330.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and YWCA-Interfaith Hospitality House (FESG10-05-INT) for an amount not to exceed Fifteen Thousand Three Hundred Thirty and no/100 Dollars (\$15,330.00). The cost will be paid from Program Year 2010 federal funds.

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

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Dec-14-2010-1147

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2010; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with YWCA-Family Violence Center (FESG10-05-03T-FVK) for an amount not to exceed \$15,330.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and YWCA-Family Violence Center (FESG10-05-03T-FVK) for an amount not to exceed Fifteen Thousand Three Hundred Thirty and no/100 Dollars (\$15,330.00). The cost will be paid from Program Year 2010 federal funds.

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

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Dec-14-2010-1148

WHEREAS, Jefferson County has Agreements with Greater Birmingham Habitat for Humanity for the acquisition and rehabilitation of affordable housing for sale to qualified homebuyers using Federal and State Neighborhood Stabilization Program (NSP) funds which were approved by Resolutions dated September 22, 2009 and recorded in Minute Book 158 Page 467; and

WHEREAS, Greater Birmingham Habitat for Humanity has acquired homes for rehabilitation and sale to qualified homebuyers under the terms of said Agreements in eligible areas of Jefferson County; and

WHEREAS, Greater Birmingham Habitat for Humanity has given mortgages in favor of Jefferson County for these properties; and

WHEREAS, said properties are identified as follows:

1. 1740 Molly Dr., Birmingham, AL 35235
2. 2039 Willow Glenn Dr., Birmingham, AL 35215
3. 2509 Galloway Dr., Birmingham, AL 35235
4. 2343 Spencer Lane, Birmingham, AL 35215
5. 5124 Hidden Cove Circle, Birmingham, AL 35215
6. 635 16<sup>th</sup> Terrace N.W. Birmingham, AL 35215
7. 2346 Spencer Lane, Birmingham, AL 35215
8. 324 N.E. 22<sup>nd</sup> Ave., Birmingham, AL 35215
9. 904 Hillcrest Rd., Adamsville, AL 35005
10. 501 Danton Lane, Birmingham, AL 35210
11. 1809 Molly Lane, Birmingham, AL 35235
12. 134 39th St. N. E., Birmingham, AL 35215
13. 1208 Sweetwater Cir., Birmingham, AL 35235
14. 5793 DeSoto Dr., Birmingham, AL 35216

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Construction Loan Agreements with Greater Birmingham Habitat for Humanity for the above referenced properties.

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

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Dec-14-2010-1149

WHEREAS, on October 20, 2009, the Jefferson County Commission approved an agreement between Jefferson County, Alabama and Legal Services Alabama, Inc. and amended said agreement on December 15, 2009 for the provision of Foreclosure Prevention Services pursuant to the CDBG-R regulations; and

WHEREAS, a time extension is required to fully benefit from this productive agreement authorizing other legal work items for qualified households and make technical adjustments to the compensation language to meet the requirements of the Jefferson County Finance Department.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President be and is hereby authorized, empowered, and directed to execute Amendment #2 to the Agreement between Jefferson County, Alabama and Legal Services Alabama, Inc. No additional funding is required.

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

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Dec-14-2010-1150

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #2 to renew the Agreement between Jefferson County and Deborah Byrd Walker to perform Legal Services through September 30, 2011 in an amount not to exceed \$50,000.00 in support of Jefferson County's Community Development Programs and make technical adjustments to the agreement. The cost of this Amendment will be paid with federal funds.

AMENDMENT #2 TO CONTRACT

This is an Amendment to the Agreement by and between Jefferson County, Alabama through the Office of Community Development, hereinafter called "the County", and Deborah Byrd Walker, hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by Community Development. The effective date of this agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSETH:

The County and the Contractor desires to amend the Agreement. 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 March 31, 2009, in Minute Book 157 Pages 584-586 and amended on November 17, 2009, in Minute Book 159 Pages 39-40, is hereby amended as follows:

Item 3. Amend the Terms of Agreement and Authorization to Perform Work paragraph as follows:

The completion date of all professional services under the Contract is September 30, 2011. This Agreement may be renewed by the Jefferson County Commission, in 12 month increments beginning October 1, 2009, up-to two times. This contract will be effective from October 1, 2010 through September 30, 2011.

Item 4. Amend Section (C) of the Compensation paragraph as follows:

Contractor shall bill the Office on a monthly basis for services actually provided. The request for payment shall be on the form provided by the Office and shall detail the dates and hours worked and the services rendered under the terms of this Agreement not to exceed \$50,000.00. All invoices will be paid within 30 days of receipt. Any remaining balance from the prior fiscal year shall roll over to the current fiscal year.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Deborah Byrd Walker

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

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Dec-14-2010-1151

WHEREAS, a mortgage was executed by Kelvin E and Robin M. Duke, dated May 18, 1998, and recorded in Real 9861 page 1998 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full.

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

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

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

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Dec-14-2010-1152

WHEREAS, a mortgage was executed by Thomas Horace and Avonell B. Vaughn, dated December 19, 1983, and recorded in Real 513 page 543 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 the loan has been repaid in full; 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 Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

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

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Dec-14-2010-1153

WHEREAS, Amsted Rail Company, Inc., d/b/a Griffin Wheel ("Amsted") is considering restarting its rail car wheel manufacturing plant in western Jefferson County and investing \$45 million dollars in new equipment and plant improvements; and

WHEREAS, the project will have significant job creation and investment in Jefferson County and an abatement of certain taxes related to the project has been recommended by the County Commission's Economic Development Committee.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the Application of Amsted for the maximum statutory tax abatements for the non-education portion of sales and use tax and property ad valorem tax for the benefit of this project. It is FURTHER RESOLVED that the President is authorized to execute on behalf of the County the Application, the Resolution and Tax Abatement Agreement attached hereto.

ALABAMA DEPARTMENT OF REVENUE

Application to Local Granting Authority

for Abatement of Taxes

Noneducational Sales and Use Taxes,

Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR:  
 Sales & Use Taxes       Property Taxes       Mortgage & Recording Taxes
2. PROJECT NAICS CODE: 331513
3. TYPE OF PROJECT  
 New Project      Major Addition To An Existing Facility
4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)  
 \$2,000,000      OR      30% of original cost of existing property, original cost \$
5. PROJECT APPLICANT  
Amsted Rail Company, Inc.
6. ADDRESS OF APPLICANT:  
11100 W. 91<sup>st</sup> Street, Suite 300  
CITY:                      STATE:                      ZIP CODE:  
Overland Park      KS                              66214
7. NAME OF CONTACT PERSON:      TELEPHONE NUMBER:      8. DATE COMPANY ORGANIZED:  
David Schade                              (913) 956-2404                              09/08/1977
9. PHYSICAL LOCATION OF PROJECT:  
2100 Griffin Wheel Drive  
CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE):      COUNTY:      ZIP CODE:  
NONE - Property is outside any city limits                      Jefferson      35020
10. BRIEF DESCRIPTION OF PROJECT (PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS AND BENEFIT ANALYSIS BY GRANTING AUTHORITY)  
Construction and equipping of cast steel railroad wheels for freight applications
11. ESTIMATED DATE CONSTRUCTION WILL BEGIN:  
January 2, 2011
12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED:

September 30, 2012

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE:

December 31, 2012

14. HAVE BONDS BEEN ISSUED FOR PROJECT:

No Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT

No  Yes, if yes, projected date of issue: Before 12 / 31/ 10

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR	19. COST SUBJECT TO
INITIALLY 36	INITIALLY \$3,600,000	a. Land (if donated, show market value)	0	XXXXXXX
YEAR 1 128	YEAR 1 \$7,600,000	b. Existing Building(s) (if any)	0	XXXXXXX
YEAR 2 0	YEAR 2 \$7,600,000	c. Existing Personal Property (if any)	0	XXXXXXX
YEAR 3 0	YEAR 3 \$7,600,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d=building materials only)	350,000	175,000
		e. New Manufacturing Machinery	44,000,000	44,000,000
		f. Other New Personal Property	300,000	300,000
		g. TOTALS (PROPERTY TAX TOTAL)		
		MUST EQUAL TOTAL	44,650,000	44,475,000

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

David Schade

#### RESOLUTION

This resolution is made this 14<sup>th</sup> day of December, 2010, by the Jefferson County Commission (the "Granting Authority") to grant a tax abatement for Amsted Rail Company, Inc. ("Amsted").

WHEREAS, Amsted has announced plans for a new project located within the jurisdiction of the Granting Authority where it will construct, equip and occupy a facility to manufacturing cast steel railroad wheels for freight applications and related products (the "Project"); and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq., Code of Alabama (1975), as amended) (the "Act"), Amsted has requested from the Granting Authority an abatement for the Project of (i) all state and local non-educational ad valorem taxes, (ii) all construction-related transaction taxes (except those local construction related transaction taxes levied for educational purposes or for capital improvements for education), and (iii) mortgage and recording taxes, as such terms are defined in the Act; and

WHEREAS, Amsted has requested that the abatement of state and local noneducational ad valorem taxes be extended for a period of ten years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of Amsted and the completed Application to Local Granting Authority for Abatement of Taxes (a copy of which is attached) (the "Application") filed with the Granting Authority by Amsted, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Application to be sufficient to permit the Granting Authority to make a reasonable cost-benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the Project will involve a capital investment of approximately \$45,000,000 and the creation of approximately 160 new jobs; and

WHEREAS, Amsted has the power to enter into, and to perform and observe the agreements and covenants on its part contained in that certain Tax Abatement Agreement of even date herewith by and between Amsted and the Granting Authority (the "Tax Abatement Agreement"); and

WHEREAS, the Granting Authority represents and warrants to Amsted that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement.

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

Section 1. Approval is hereby given to the Application and abatement is hereby granted to Amsted for (i) all state and local non-educational ad valorem taxes, (ii) all construction-related transaction taxes (except those construction related transaction taxes levied for educational purposes or for capital improvements for education as the same may apply to the fullest extent permitted by the Act), and (iii) all mortgage and recording taxes permitted to be abated under the Act. The period of abatement for the non-educational ad valorem taxes shall extend for a period of ten (10) years measured from the date on which bonds are issued for the Project, as provided by Section 40-9B-3(8) and Section 40-9B-4(b) of the Act.

Section 2. The Granting Authority is authorized to enter into the Tax Abatement Agreement with Amsted to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the Application and the Tax Abatement Agreement, shall be forwarded to Amsted to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purposes of the foregoing of this resolution and the Granting Authority's President is authorized to execute the Tax Abatement Agreement and any other documents that may be required.

Section 5. The terms of this resolution shall be deemed a contract with Amsted, and may not be rescinded or amended by the Granting Authority without the express, written consent of Amsted.

I hereby certify that the above and foregoing was duly adopted by the Jefferson County Commission of Alabama at a meeting held on December 14, 2010.

Minute Clerk

#### TAX ABATEMENT AGREEMENT

This TAX ABATEMENT AGREEMENT (this "Agreement") is made and entered into effective December \_\_, 2010, by and between the JEFFERSON COUNTY, a political subdivision of the State of Alabama, (the "County") and AMSTED RAIL COMPANY, INC., a Delaware corporation ("Amsted").

#### Recitals

Amsted proposes to construct and equip a facility for manufacturing cast steel railroad wheels for freight applications and related products (the "Project") to be located on real property outside of any city limits in Jefferson County, Alabama, said real property being described in Exhibit A (the "Site"). The cost of the Project is estimated to be \$45,000,000. The Project will be operated by Amsted as an "industrial or research enterprise" as defined under Ala. Code §409B-3(a)(10).

Amsted has submitted to the County an application in the form attached as Exhibit B (the "Application"), and the County has made a cost/benefit analysis of the Project and has agreed to grant an abatement of certain noneducational property taxes, construction-related transaction taxes and mortgage and recording taxes with respect to the Project.

NOW, THEREFORE, the County and Amsted have agreed as set forth below:

1. The County hereby grants to Amsted an exemption from liability for the following taxes with respect to the Project, which abatements may be availed of by Amsted and any contractor or supplier with respect to the Project at the Site:

(a) Non-educational Property Taxes: all property taxes imposed by the State of Alabama and the counties, municipalities and other taxing jurisdictions of the State of Alabama that are not required to be used for educational purposes or for capital improvements for education.

(b) Construction-Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975, and any county, city or other local construction-related (sales and use) transaction taxes on tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to a capital account with respect to the Project, except for those local construction-related transaction taxes levied for educational purposes or for capital improvements for education.

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, leases and other documents relating to issuing or securing obligations and conveying title or leasehold interests with respect to the Project.

2. Amsted represents that the predominant trade or business to be conducted at the Project is described in 2007 North American Industry Classification System Code 331513 as promulgated by the United States Government Office of Management and Budget, which NAICS Code designation entitles the Project to meet the definition of an "industrial or research enterprise" under Ala. Code §40-9B-3(a)(10).

3. Based in part upon the representations of Amsted as to the relative costs of different elements comprising the Project and in part upon the County's knowledge of applicable tax rates within Jefferson County, the amount of each tax abatement herein granted is hereby estimated to be as set forth below; provided, however, that the actual amount of such abatements shall not be deemed limited by the good faith estimates thereof made below. The granting of such abatements is not conditioned upon the ability of Amsted to meet its projections contained in the Application as to job creation and payroll. The estimated abatement amounts are as follows:

(a) estimate of annual amount of noneducational property taxes abated:  
approximately \$151,810 annually.

(b) estimate of total amount of construction-related transaction taxes abated: \$848,750.

(c) estimate of total amount of mortgage and recording taxes abated: Not applicable.

4. The noneducational property taxes and the construction-related transaction taxes abated pursuant to this Agreement shall be abated:

(a) with respect to noneducational ad valorem taxes, for a period of 10 years beginning on the date that bonds are initially issued to finance the Project, and

(b) with respect to construction-related transaction taxes, for a period beginning on the date of this Agreement and ending on the

date on which the Project is placed in service.

5. Amsted represents that the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. § 147(b) and measured from the date the Project is expected to be placed in service, will be greater than 10 years.

6. Amsted represents that the Application contains a good faith projection of (a) the amount to be invested in the Project, (b) the number of individuals to be employed, initially and in the succeeding three years, and (c) the payroll.

7. Pursuant to the requirements of Section 40-9B-6(c) of the Code of Alabama 1975, Amsted agrees to file a copy of this Agreement with the Alabama Department of Revenue within 90 days after execution hereof.

8. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party.

9. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

10. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Alabama without reference to choice of law provisions of Alabama law.

11. Pursuant to the requirements of Section 40-9B-5(d) of the Code of Alabama 1975, Amsted has delivered, or has caused to be delivered, to the County a certified copy of the County's resolution approving this Agreement upon receipt of the certified resolution from the Secretary or Clerk of the County and shall furnish to the Department of Revenue proof of such delivery at the same time as the filing of a copy of this Agreement pursuant to Ala. Code § 409B-6.

12. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of all state, county, city and other local taxes subject to abatement under the Tax Incentive Reform Act of 1992, as amended (the "Abatement Act"). Nothing in this Agreement shall be construed as a waiver by Amsted of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Abatement Act.

13. Amsted will indemnify and hold harmless the County and the individual members of the Commission against any and all liability (including attorneys' fees and expenses) incurred by the County without bad faith or willful misconduct on its part arising out of the granting by the County of the abatements provided for under this Agreement. The indemnity provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

Dated: December 14, 2010.

JEFFERSON COUNTY, ALABAMA

David Carrington, President, Jefferson County Commission

AMSTED RAIL COMPANY, INC.

By:

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

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Dec-14-2010-1154

#### STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, Vann Place as shown in the RBS Business Center, as situated in the SE 1/4 of the SW 1/4 of Section 27, Township 16 South, Range 1 West has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing street, as constructed and located within the boundaries of the right-of-way recorded in Map Book 202, Page(s) 80 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14<sup>th</sup> day of December, 2010.

RECOMMENDED:

E. Wayne Sullivan, P/E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL



Minute Clerk

David Carrington, President  
Jefferson County Commission

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

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Dec-14-2010-1155

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, Hamilton Pare and Samantha Circle as shown in the Hamilton Parc Subdivision, as situated in the SW 1/4 of the SW V4 of Section 17, Township 16 South, Range 1 West has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains road.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing street, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page(s) 71 in the Birmingham Division of the Jefferson County Probate Court.

RECOMMENDED:

E. Wayne Sullivan, P/E.  
Director/ County Engineer

ATTEST:  
Minute Clerk

JEFFERSON COUNTY, AL  
David Carrington, President  
Jefferson County Commission

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

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Dec-14-2010-1156

Communication was read from Roads & Transportation recommended the following;

1. AT&T to replace 3,147' of damaged aerial cable at 3803 Lacey Road in the Quinton area.
2. AT&T to install 700' of buried service wire at 3127 McClendon Chapel Road in the Bessemer area.
3. Alabama Power Company to install 270' of power service on Valley Road in the Fairfield area.

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

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Dec-14-2010-1157

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: Wayne Sullivan P.E. Director/County Engineer

Department: Roads & Transportation

Date: November 18, 2010

Purpose: Payment to Judge of Probate - Birmingham for - Cost Bill – Case #209706 01

In the matter of Condemnation – Jefferson County vs.Chalkville, LLC

Topics Phase VII, Site 6 - Chalkville Mt. Rd. at Green Drive Project

Agent: Alan Dodd

Price: \$126,975.00

Pay to the order of: Judge of Probate  
Mailing Address: Courthouse - Probate Court  
Birmingham, AL 35203

Fund # 4022000000  
Bus. Area # 5100  
GL Object -# 515710  
Fund Center -# 5100000000  
WBS # C.961.D  
Functional Area - THRO  
Check Delivery Code #84

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

Dec-14-2010-1158

BE IT RESOLVED by the Jefferson County Commission that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute a Quit Claim Deed for the Release of Cahaba River Trunk Sewer Contract 2 Temporary Construction Easement – Tracts 14 and 15.

STATE OF ALABAMA  
Jefferson County

THIS INSTRUMENT PREPARED BY:  
Gregory M. Key  
A-200 Courthouse  
Birmingham, Alabama 35203

Quit Claim Deed

(Release of Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and 0/100 DOLLARS ( \$1.00 ) to in hand paid by BancorpSouth Bank, a banking corporation, the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, does remise, release, quit claim and convey to the said all its right, title, interest, and claim in or too the following described real estate, to wit:

Commence at the SW corner of the SE ¼ of the NW ¼ of Section 34, Township 18 South, Range 2 West and run northerly along the west boundary of said quarter-quarter section a distance of 209.29 feet; thence turn an angle to the right of 72°40' 23" and run in a northeasterly direction a distance of 929.58 feet to the point of curvature to the left, having a central angle of 4°58' 41" and a radius of 1847.30 feet; thence run in a northeasterly direction along length of said curve a distance of 160.50 feet to the point of tangency; thence continue along the tangent in a northeasterly direction a distance of 39.9 feet; more or less, to the southeastern boundary of Caldwell Mill Road and the Point of Beginning of a 50-foot wide temporary construction easement lying 25 feet on each side of, parallel to, and abutting the following described line; thence continue along last described course a distance of 369.59 feet, more or less, to a point lying 409.49 feet from the end of the previously described curve, said point being the point of curvature to the left, having a central angle of 44°30' 15" and a radius of 699.48 feet; thence run in a northeasterly direction along a portion of the arc of said curve a distance of 187 feet, more or less, to the northerly property line of the Grantor and the end of this temporary construction easement. Excepted from this description is any portion lying outside the property of the Grantor.

It is the intent of the above description that the temporary construction easement limits, on each side of the centerline, extended from the right-of-way of Caldwell Mill Road to the Grantor's northerly property line.

Situated in Jefferson County, Alabama

TO HAVE AND TO HOLD, to the said BancorpSouth Bank, a banking corporation, heirs and assigns forever.

Given under my hand(s) and seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, 2010

JEFFERSON COUNTY, ALABAMA

Attest: \_\_\_\_\_

Minute Clerk

David Carrington-President

Jefferson County Commission

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

Dec-14-2010-1159

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Hill Administrative Services to provide administration of the County's workers' compensation program in respect to the investigation, case management and payment of Worker's Compensation claims in an amount not to exceed \$52,700.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 1<sup>st</sup> day of January, 2010, by and between Jefferson County, Alabama, through the Human Resources Department (hereinafter referred to as the "County Commission") and Hill Administrative Services, Inc., (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 referenced above, which was approved by the Jefferson County Commission on March 3, 2010, and recorded in Minute Book 159, Pages 417-421, is hereby amended as follows:

Amend the Scope of Services paragraph as follows: Under Number 2 change Item B to read: To investigate all claims and other matters as requested by the client and to recommend the amount of loss reserve to be established with respect to each such claim.

Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2010 through September 30, 2011.

Amend Compensation paragraph as follows: compensation for services rendered for 2<sup>nd</sup> year renewal at cost shown. Payment terms are Net 30 Days after receipt of invoice up to \$52,700 of flat fee (\$51,700 (sic)) and not to exceed (\$52,700).

\*Flat annual fee is for handling of claims for a period of two years from date of receipt. An additional \$200 per claim will be charged thereafter each year the claim remains active.

The Contract may be renewed annually at the County's option for one additional year term, if mutually agreed upon by both parties.

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

CONTRACTOR

Tracy H. Carter, President

Hill Administrative Services, Inc.

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

Dec-14-2010-1160

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the amended Administrative Order 07-2, be and hereby is approved.

ADMINISTRATIVE ORDER  
OF THE  
JEFFERSON COUNTY COMMISSION  
07-2

Amended December 14, 2010

Pursuant to the authority vested in the Jefferson County Commission by law, the following amended Administrative Order is hereby issued:

PURPOSE

To establish a policy for compliance with the Family and Medical Leave Act ("FMLA"), of 1993, as amended, 29 C.F.R. Part 825, the Uniform Services Employment and Re-employment Rights Act ("USERRA"), §§ 31-2-13 and 31-2-6, Alabama Code (1975), the Jefferson County Commission's January 27, 2004 Resolution (Minute Book 143, Pages 556-557) establishing the War on Terrorism Supplemental Military Benefit, the Personnel Board of Jefferson County Enabling Act, Alabama Act 248 (1945), as amended, and the Rules and Regulations of the Personnel Board of Jefferson County which relate to unpaid leaves of absence for employees of Jefferson County, and to establish procedures for the following:

1. The receipt, review, approval, disapproval and retention of all requests for unpaid leaves of absence by the Director of the

Human Resources Department;

- 2 The continuation of employment benefits for employees on an approved unpaid leave of absence;
- 3 The return to duty of employees on an approved unpaid leave of absence; and
- 4 The substitution of workers' compensation leave and other forms of paid leave for FMLA Leave to the fullest extent that the FMLA allows such substitution.

#### I. POLICY

It shall be the policy of the Jefferson County Commission to comply with all federal and state laws and the Rules of the Personnel Board of Jefferson County which relate to the unpaid leaves of absence of employees of Jefferson County. The Jefferson County Commission hereby delegates its authority to approve unpaid leaves of absence to the Director of the Human Resources Department as permitted by § 19, Alabama Act 248 (1945), as amended. It shall also be the policy of the Jefferson County Commission that all forms of paid leave be substituted for FMLA Leave to the fullest extent that the FMLA allows such substitution.

#### II. IMPLEMENTATION DATE

This Administrative Order is effective on the date specified by Paragraph XIV, below, and it shall apply to all new requests for unpaid leaves of absence and all requests for unpaid leaves of absence that are pending on such effective date and all requests for extension or modification of previously approved unpaid leaves of absence submitted or pending on or after such effective date.

#### III. DEFINITIONS

For purposes of this Administrative Order, the following terms, whether in the singular form or the plural form, shall have the following meanings when used herein:

A. Administrative Leave Without Pay. "Administrative Leave Without Pay" means leave without pay authorized by Personnel Board Rule 13.20.

B. AWOL. "AWOL" means that an Employee is absent from work without eligibility for paid leave and without approved Unpaid Leave.

C. Career Development Leave. "Career Development Leave" means leave without pay authorized by Personnel Board Rule 13.18(a)(2) to engage in a course of study which will contribute materially to the Employee's value to Jefferson County.

D. Child. "Child" means, for FMLA purposes, any person who is under 18 years old, or any person 18 years old or older who is incapable of self-care because of a mental or physical disability, whose relationship to an Employee is that of a biological child, an adopted child, a stepchild, a legal ward, or a child placed for Foster Care or as to whom an Employee stands in loco parentis.

E. Classified Employee. "Classified Employee" means a person appointed for employment in the classified service.

F. Covered Active Duty. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country and in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

G. Director. "Director" means the Director of the Human Resources Department of Jefferson County.

H. Employee. "Employee" means all employees of Jefferson County, whether classified or unclassified. The definition of "employee" does not include any Elected Official or any person appointed to fill a vacant elected position.

I. Extended Medical/Disability Leave. "Extended Medical/Disability Leave" means leave without pay authorized by Personnel Board Rule 13.18(a)(1) for an Employee who has exhausted all other available forms of leave and is unable to perform the es-seRt,\* functions of his or her job.

J. FMLA. "FMLA" means the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. §§ 2601-2654, and applicable regulations issued thereunder.

K. FMLA Leave. "FMLA Leave" means leave without pay available to an Employee pursuant to the FMLA.

L. Foster Care. "Foster Care" means 24-hour care for children in substitution for, and away from, their parents or guardian, with the placement for such 24-hour care having been made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves an agreement between the State and foster family that the foster family will take care of the child. Although Foster Care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

M. Granted Leave Without Pay. "Granted Leave Without Pay" means leave without pay available to a Probationary Employee, up to 48 hours, with approval by the employee's department head, subject to the final approval of the Director of Human Resources. "Granted Leave Without Pay" also means leave without pay available to a Permanent Employee without sufficient Vacation Time who misses work due to inclement weather pursuant to the Jefferson County Inclement Weather Policy as described in the February 29, 1996 Resolution.

N. Group Health Plan. "Group Health Plan" means, for FMLA Leave purposes, a plan as defined by the Internal Revenue Code of 1986 at 26 U.S.C. § 5000(b)(1), which for the purposes of this Administrative Order is a Jefferson County employee benefit plan (including a self-insured plan) that provides health care (directly or otherwise) to Employees, former Employees, and/or the families of Employees or former Employees.

O. Health Care Provider. "Health Care Provider" means, for FMLA purposes, a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which he or she practices or any other person who is a Health Care Provider under the FMLA.

P. Hour. "Hour" means an hour worked by an Employee within the meaning of the Fair Labor Standards Act, and, in the case of a Salaried Employee, hours worked without regard to the Fair Labor Standards Act.

Q. Intermittent Leave. "Intermittent Leave" means FMLA Leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.

R. Key Employee. "Key Employee" means a Salaried Employee who is among the highest paid 10 percent of all Employees within 75 miles of the Salaried Employee's worksite, and no more than 10 percent of the Employees within 75 miles of the worksite may be Key Employees. To determine which Salaried Employees are Key Employees, year-to-date Employee earnings are divided by weeks worked (including weeks in which paid leave was taken), with earnings to include wages and premium pay. The determination of whether a Salaried Employee is a Key Employee shall be made at the time the Salaried Employee gives notice of the need for leave.

S. Military Leave. "Military Leave" means leave with or without pay available to an Employee pursuant to Personnel Board Rules 13.13 and 13.14.

T. Paid Injury Leave. "Paid Injury Leave" means leave with pay available to an Employee pursuant to Personnel Board Rule 13.12.

U. Parent. "Parent" means, for FMLA purposes, a person who is or was the biological parent, adoptive parent, stepparent, or foster parent of an Employee (or an individual who stood in the place of a parent to an Employee) when the Employee is/was a child under 18 years old or is/was 18 years old or older and incapable of self-care because of a mental or physical disability. Pursuant to the FMLA, this term does not include parents "in law."

V. Personnel Board Rule. "Personnel Board Rule" means a Personnel Board of Jefferson County rule or regulation promulgated under Act 248 of the Alabama Legislature of 1945, as amended. The terms and provisions of this Administrative Order shall be applied and administered consistent with the Personnel Board Rules, and this Administrative Order shall not limit the application of the Personnel Board Rules.

W. Personal Leave. "Personal Leave" means leave without pay available to a Regular Employee pursuant to Personnel Board Rule 13.18(a)(3).

X. Reduced Schedule Leave. "Reduced Schedule Leave" means FMLA Leave that reduces an Employee's usual number of Hours per work day or Hours per work week.

Y. Regular Employee. "Regular Employee" means a full time Classified Employee who has completed twelve (12) months of uninterrupted full time service following an initial appointment in the classified service.

Z. Salaried Employee. "Salaried Employee" means an Employee who is paid "on a salary basis" as defined in Section 541 of Title 29 of the Code of Federal Regulations, which is the United States Department of Labor regulation defining who may qualify as exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act, such as executive, administrative, computer, and professional employees.

AA. Serious Health Condition. "Serious Health Condition" means, for FMLA purposes, an illness, injury, impairment, or physical or mental condition that involves either inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider, which includes:

1. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:

a) treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or

b) one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or

2. Any period of incapacity related to pregnancy or for prenatal care; or

3. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity; or

4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

5. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if not treated.

AB. Sick Leave. "Sick Leave" means leave with pay available to an Employee pursuant to Personnel Board Rule 13.10.

AC. Spouse. "Spouse" means the statutory or common law husband or wife of an Employee.

AD. Unclassified Employee. "Unclassified Employee" means a person who performs duties for which there is no defined Class in the

Classified Service and as such, is exempt from the Service under §2 of the Enabling Act.

AE. Unpaid Leave. "Unpaid Leave" means and includes Administrative Leave Without Pay, Career Development Leave, Extended Medical/Disability Leave, FMLA Leave, Granted Leave Without Pay (GLWOP), Military Leave, or Personal Leave; provided, however, that Military Leave shall be paid leave to the extent required under Paragraph IX, below.

AF. Vacation Leave. "Vacation Leave" means leave with pay available to an Employee pursuant to Personnel Board Rule 13.9.

AG. Vacation Leave Bank Leave. "Vacation Leave Bank Leave" means paid Vacation Leave awarded to an Employee pursuant to the Vacation Leave Bank Plan established by Jefferson County Administrative Order 99-1, as amended.

#### IV. ADMINISTRATION

A. Approval of Unpaid Leave by Director. All Unpaid Leave applications shall be submitted to and approved by the Director.

B. Administration. The Director is hereby authorized to take such actions as are necessary to implement and administer this Administrative Order, and such actions shall include, but not be limited to, establishing necessary administrative rules and procedures, providing materials to Employees, requiring the use of written application forms and materials by Employees, and coordinating Unpaid Leave with Jefferson County Department Heads and the Payroll Department and the General Retirement System for Employees of Jefferson County. All such actions taken by the Director shall be consistent with the terms, provisions and requirements of this Administrative Order and in compliance with all applicable laws and regulations, including the FMLA and Personnel Board Rules.

C. Administrative Order Not a Contract of Employment. This Administrative Order is not intended to and does not create a contract of employment with any Employee and/or any vested right(s) for any Employee.

#### V. FAMILY AND MEDICAL LEAVE

FMLA Leave shall be governed by the following terms and provisions:

A. Eligibility for FMLA Leave. An Employee may become eligible to take up to 12 weeks of FMLA Leave during any 12-month period, with the 12-month period to be measured backward from the date the Employee uses any FMLA Leave (a "rolling 12month period"). For an Employee to be eligible to take FMLA Leave, the Director must determine that the Employee has satisfied each of the following five (5) requirements:

1. Covered Worksite. The Employee works at a location where at least 50 Employees are employed by Jefferson County within 75 miles.

2. Twelve Months of Employment. The Employee must have been employed by Jefferson County for at least 12 months in total.

3. 1,250 Work Hours. The Employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement date of any FMLA Leave.

4. Basic Qualifying Circumstances. The Employee requests FMLA Leave due to one or more of the following circumstances: (i) the birth of a Child and to care for the newborn Child; (ii) the placement of a Child with an Employee for adoption or foster care and to care for the newly placed Child; (iii) to care for the Employee's Spouse, Child, or Parent who has a Serious Health Condition; and (iv) when the Employee has a Serious Health Condition that makes the Employee unable to perform the functions of the job. A husband and wife who are both Employees and who are both eligible for FMLA Leave may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.

5. Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status in the Armed Forces in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list, for a serious injury or illness; or a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

6. Accrued FMLA Leave. The Employee must not have previously exhausted his or her FMLA Leave entitlement.

B. Intermittent Leave and Reduced Schedule Leave. With respect to the medical treatment of or recovery from a Serious Health Condition of an Employee, Spouse, Child, Parent, or of a covered service member's serious injury or illness, Intermittent Leave or Reduced Schedule Leave may be approved if medically necessary. Intermittent Leave or Reduced Scheduled Leave is not available for care for a newborn or newly placed Child. In the case of Intermittent Leave or Reduced Schedule Leave, the Director shall limit FIVILA Leave

increments to the shortest period of time that Jefferson County's payroll system uses to account for absences or use of leave, provided it is one Hour or less. To determine the amount of the salary reduction for a Salaried Employee who takes Intermittent Leave or Reduced Schedule Leave, (i) a pay rate per Hour will be determined by dividing year-to-date earnings (including wages and premium pay) by year-to-date Hours and (ii) multiplying such rate by the number of hours of Intermittent Leave or Reduced Schedule Leave taken.

Employees on Intermittent Leave are required to comply with Jefferson County's usual and customary call-in procedures for reporting absences. If you are unable to report to work or will be arriving to work late for an FMLA-related reason, you should contact your supervisor as quickly as possible, but no less than thirty (30) minutes before your regularly scheduled start time. Department call-in procedures must be followed where the department requires more advanced notice for reporting absences. Per the Federal Regulations, it is the Employee's responsibility to make every reasonable effort to arrange any planned medical treatments so as not to unduly disrupt Jefferson County's operation.

C. Application for Foreseeable FMLA Leave. It is preferred that an Employee submit a written application for FIVILA Leave to the Director. An Employee must provide at least 30 days advance notice, prior to the date an FIVILA Leave period is to begin, to the Director of the need for FIVILA Leave that is foreseeable (such as a need based on the 12 expected birth of a Child, placement of a Child for adoption or foster care, or planned medical treatment for a Serious Health Condition of the Employee, a Spouse, a Child or a Parent). If an Employee fails to give 30 days advance notice for foreseeable FMLA Leave with no reasonable excuse for the delay, the Director may delay the approval of FMLA Leave until at least 30 days after the date the Employee provides notice to the Director of the need for FMLA Leave. If 30 days notice is not practical, however, such as because of a lack of knowledge of when the FMLA Leave will need to begin, a change of circumstances, or a medical emergency, notice must be given to the Director as soon as practicable.

D. Application for Unforeseeable FMLA Leave. When the approximate timing of the need for FMLA Leave is not foreseeable, an Employee must give notice to the Director as soon as practicable. It should be practicable for the employee to provide notice of the need for leave either the same day or the next business day that the need for FMLA Leave becomes known to the Employee. Notice may be given by the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to do so personally.

If the employee is out for at least three consecutive, full calendar days for possible reasons that might relate to sick leave, the employee's department will notify Human Resources of the absence and Human Resources will send Family Medical Leave Act (FMLA) paperwork to the employee. In instances of injury With Pay (IWP), the Occupational Health Nurse will notify Human Resources. The Director will delay or deny FMLA Leave if the Employee fails to comply with notice requirements.

E. Decision on Application. When applying to the Director for FMLA Leave or giving notice to the Director of the need for FMLA Leave, an Employee must provide sufficient information for the Director to be able to determine whether the requested leave is FMLA qualifying. Failure to provide such information may result in the denial of FMLA protection.

1. Eligibility Determination. Upon receipt of an application (or notification of a need) for FMLA Leave, the Director will initially determine whether the Employee is eligible to take FMLA leave and so notify the Employee and Department Head and Payroll Manager within five business days of the Employee's request for leave or when Jefferson County acquires sufficient knowledge of an FMLA qualifying event, absent exigent circumstances.

2. FMLA Leave Determination and Designation. If the Employee is eligible to take FMLA Leave, the Director may require the Employee to provide certification (s) that will be considered by the Director in deciding whether the requested leave is FMLA qualifying. If the Employee fails to timely provide the requested certification (s) and/or sufficient information, the Director may delay approval or deny the request for FMLA Leave. Upon timely receipt of the requisite information from the Employee, the Director shall determine whether the requested leave is FMLA qualifying, designate whether the requested leave is (or is not) FMLA qualifying, and give written notice of such determination and designation to the Employee and his or her Department Head and the Payroll Manager within five business days.

3. Timing of Designation. An Employee and his or her Department Head and the Payroll Manager shall, where possible, be informed by the Director, prior to the commencement of any leave or before the conclusion of any leave, whether the leave will be approved and designated as FMLA Leave.

4. Transfer to Alternative Position. The Director may require an Employee who has requested foreseeable Intermittent Leave or Reduced Schedule Leave due to planned medical treatment to transfer temporarily to a vacant alternative position provided that (i) the Employee is qualified for such alternative position; (ii) the alternative position has pay and benefits equivalent to those of the Employee's regular position; and (iii) the alternative position better accommodates recurring periods of FMLA Leave than the Employee's regular position.

E. Leave Substitution and Concurrent Leave. The Director shall require the Employee to substitute all paid Sick Leave and/or Vacation Leave for FMLA Leave to the fullest extent that the FMLA allows such substitution. When an Employee has begun taking Sick Leave and/or Vacation Leave and the Director thereafter learns that the Sick Leave and/or Vacation Leave is being taken for an FMLA qualifying reason, the Director shall count such Sick Leave and/or Vacation Leave as FMLA Leave. The Director shall also require that certain periods of workers' compensation absence or Paid Injury Leave or Vacation Leave Bank leave run concurrently with FMLA Leave to the fullest extent permitted by the FMLA.

1. Order of Substitution and Counting. When paid Sick Leave and/or paid Vacation Leave are substituted for FMLA Leave, paid Sick Leave shall first be substituted. After all paid Sick Leave is exhausted, then all paid Vacation Leave shall be substituted. The substituted Sick Leave and/or Vacation Leave shall be counted against the Employee's FMLA Leave entitlement.

2. Workers' Compensation, Paid Injury Leave and Vacation Leave Bank. When an Employee is on a workers' compensation absence and/or is absent on Paid Injury Leave or Vacation Leave Bank Leave due to a Serious Health Condition, the Director shall designate the Employee's FMLA Leave entitlement to run concurrently with the workers' compensation absence and/or Paid Injury Leave and/or Vacation Leave Bank Leave, and the period of the workers' compensation absence and/or Paid Injury Leave and/or Vacation Leave Bank Leave shall count against the Employee's FMLA Leave entitlement to the fullest extent permitted by the FMLA.

3. Designation Before or After a Paid Leave or Absence Begins. It is the intent of this Administrative Order that paid Sick Leave, Vacation Leave, Paid Injury Leave, Vacation Leave Bank Leave and periods of workers' compensation absence run concurrent with and count towards an Employee's FMLA Leave entitlement as designated by the Director and to the fullest extent permitted by the FMLA

If the Director has insufficient information to make such a designation before such paid leave commences, the Director (i) may make the designation after the paid leave commences and (ii) will notify the Employee and the Employee's Department Head and Payroll Manager of any such designation.

F. Required Certification. When FMLA Leave is requested to care for a Spouse, Child or Parent who has a Serious Health Condition or due to the Employee's own Serious Health Condition, the Director may notify the Employee that a written medical certification issued by a Health Care Provider must be provided to the Director and shall notify the Employee of the consequences of failing to provide the medical certification. When an employee is the legal guardian of an adult ward, the Director may require that the employee's leave be supported by legal guardianship documentation. The Director may also require that an employee's leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness be supported by a certification. All medical information, including certifications, recertifications, or medical histories of employees or their family members, obtained in connection with FMLA leave, will be maintained by Human Resources in confidential FMLA files. Said documents should be delivered to Human Resources by the employee, the employee's Health Care Provider, or the employee's designee. The Director also may require additional certification(s) after FMLA Leave begins to the fullest extent allowed by the FMLA. If the Employee does not supply the requested certification, leave taken by the Employee may not be FMLA qualifying. The Director will advise an Employee whenever a certification is incomplete and/or insufficient and provide the Employee a reasonable opportunity to cure any such deficiency. It is the Employee's responsibility to cure such deficiency within the 7 calendar day period after the date the Employee is notified of the deficiency by the Director. Failure to provide the appropriate documentation or cure the deficiency within 7 calendar days could result in a delay in the commencement of the leave (if not already taken); or a withdrawal of any preliminary designation of FMLA Leave, in which case the employee's leave may be unauthorized, subjecting the employee to discipline up to and including discharge for an unapproved absence.

1. Additional Medical Opinions. At the discretion of the Director, the Employee may be required to obtain the opinion of a second Health Care Provider designated by the Director. Jefferson County will pay for any such second opinion. In the event of a conflict between the first and second medical opinions, the Director may, at Jefferson County's expense, obtain a third opinion from a Health Care Provider approved jointly by the Director and the Employee. This third opinion shall be final and binding.

2. Return to Work. The Director may require an Employee on FMLA Leave to report periodically on his or her status and intention to return to work. The Director also may require medical certification and/or fitness-for-duty certification that an Employee is able to resume work as a condition of job restoration and/or that an Employee is unable to return to work after expiration of FMLA Leave due to a Serious Health Condition.

G. Accounting for FMLA Leave. When an Employee requests FMLA Leave, the Director shall permanently maintain a file relating to the request which shall contain written documentation evidencing how the Employee requested FMLA Leave (by written application, phone, fax, letter, etc.), the date the Employee requested the FMLA Leave, the duration of the FMLA Leave requested by the Employee, and the need for FMLA Leave as stated by the Employee. The file shall also contain a log or tracking sheet the Director shall use to track the FMLA Leave used by the Employee, to calculate the amount of FMLA Leave taken by the Employee, and to determine the amount of the Employee's remaining eligibility for FMLA Leave. The file shall also contain all application forms and written materials relating to the Employee and FMLA Leave. No FMLA medical certification or copies thereof should be kept in files maintained by the Employee's Department Head, supervisor, or payroll coordinator.

H. Job Reinstatement and Employee Benefits. The Director shall apply Sections 825.209 through 825.219 of Title 29 of the United States Code of Federal Regulations in facilitating or denying job reinstatement and in administering Jefferson County employee benefit plans and programs.

1. Reinstatement. On return from approved FIVILA Leave, an Employee is entitled to be returned to the same position held when the FIVILA Leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Jefferson County's obligation under the FIVILA to restore an Employee to the same or equivalent employment ceases if and when the employment relationship would have terminated if the Employee had not taken FIVILA Leave, such as when the Employee informs Jefferson



County of his or her intent not to return from the FIVILA Leave, fails to return from FIVILA Leave, or continues on leave after exhausting his or her FIVILA Leave entitlement. If the Director, in consultation with a Key Employee's Department Head and the Jefferson County Attorney, determines that restoration of the Key Employee to employment will cause substantial and grievous economic injury to the operations of Jefferson County, job restoration under the FIVILA (including, without limitation, Sections 825.216 through 825.219 of the Code of Federal Regulations) may be denied to the Key Employee.

2. Group Health Plan Coverage. During any FIVILA Leave, an Employee's Group Health Plan coverage will be maintained, but only on the same conditions as such coverage would have been provided if the Employee had been continuously employed during his or her entire FMLA Leave period. Therefore, any share of Group Health Plan premiums which had been paid by the Employee prior to the FMLA Leave must continue to be paid by the Employee during the FMLA Leave period. The Director may require that the Employee's share of Group Health Plan premiums during the FMLA Leave period be paid in any of the following ways: (i) payment would be due at the same time as it would be made if by payroll deduction; (ii) payment would be due on the same schedule as payments are made for continuation of coverage following a qualifying event under the Public Health Service Act, as amended by the Consolidated Omnibus Budget Reconciliation Act (COBRA); (iii) payment would be prepaid pursuant to a cafeteria plan at the Employee's option; (iv) existing rules, if any, for payment by Employees on "leave without pay" would be followed, provided that such rules do not require prepayment (i.e., prior to the commencement of the leave) of the premiums that will become due during a period of FMLA Leave or payment of higher premiums than if the Employee had continued to work instead of taking FMLA Leave; or (v) another system voluntarily agreed to between the Director and the Employee, which may include prepayment of premiums (e.g., through increased payroll deductions when the need for the FMLA Leave is foreseeable). An Employee who is receiving payments as a result of a workers' compensation injury must make arrangements with the Director for payment of Group Health Plan benefits when simultaneously taking FMLA Leave. Subject to Section 825.213 of Title 29 of the United States Code of Federal Regulations, Jefferson County's obligation to maintain Group Health Plan coverage under FMLA ceases if an Employee's premium payment is more than 30 days late. An Employee may choose not to retain Group Health Plan coverage during FMLA Leave. Except as otherwise provided by the FMLA for Key Employees, Jefferson County's obligation to maintain Group Health Plan coverage during FMLA Leave ceases if and when the employment relationship would have terminated if the Employee had not taken FMLA Leave, such as when the Employee informs Jefferson County of his or her intent not to return from the FMLA Leave, fails to return from FMLA Leave, or continues on leave after exhausting his or her FMLA Leave entitlement. Subject to Section 825.213 of Title 29 of the United States Code of Federal Regulations, Jefferson County may recover from an Employee its share of Group Health Plan premiums for a period of FMLA Leave if the Employee fails to return to work after his or her FMLA Leave entitlement has been exhausted or expires.

3. Other Employee Benefits. An Employee's entitlement to benefits (other than Group Health Plan benefits) is determined under the applicable Jefferson County policy(ies) for providing such benefits when the Employee is on other forms of leave (paid or unpaid, as appropriate).

#### VI. ADMINISTRATIVE LEAVE WITHOUT PAY

An Employee may be placed on Administrative Leave Without Pay for a period of up to 365 days for reason(s) deemed to be in the best interest of Jefferson County. Only the Director may place an Employee on Administrative Leave Without Pay. The Director shall consult with the Employee's Department Head and the Jefferson County Attorney in deciding whether to place the Employee on Administrative Leave Without Pay. A Regular Employee who is involuntarily placed on Administrative Leave Without Pay for a period exceeding five (5) working days may appeal to the Personnel Board pursuant to Personnel Board Rule 13.20(c).

If an Employee is enrolled in and covered by Jefferson County group insurance plans, policies or arrangements before commencing a period of Administrative Leave, the Director will make available the continuation of such coverage during the period of the Administrative Leave to the extent permitted under such group insurance plans, policies and arrangements. Any continuation of coverage under a Jefferson County group insurance plan, policy or arrangement during a period of Administrative Leave shall be contingent upon an Employee making arrangements with the Director to continue to make any premium contributions for which the Employee is responsible and then timely paying such premium contributions. Following the termination of a period of Administrative Leave, job reinstatement shall be provided in accordance with Personnel Board Rules.

#### VII. CAREER DEVELOPMENT LEAVE

An Employee who desires to engage in a course of study that will materially contribute to the value of his or her Jefferson County service may be granted a period of Career Development Leave not to exceed 365 days. Only the Director may approve Career Development Leave. To apply for Career Development Leave, an Employee must complete a written application form specified by the Director and deliver the form along with materials explaining and evidencing the course of study to his/her Department Head for consideration. The Department Head will recommend approval or denial of the request and forward a copy of the request to Human Resources, accompanied by a memo addressed to the Director detailing how the Employee's duties will be covered during the absence, if approved. The memo should state that no overtime or temporary agency personnel will be utilized to cover the Employee's duties. The memo should also detail the rationale for the recommendation to approve/deny the request. If the Department Head has appointed a designee to approve/disapprove requests and prepare the memo, the Department Head is also required to submit a memo to the Director naming the designee. The Director shall consult

with the requesting Employee's Department Head and the Jefferson County Attorney in deciding whether to grant the application for Career Development Leave.

If an Employee is enrolled in and covered by Jefferson County group insurance plans, policies or arrangements before commencing a period of Career Development Leave, the Director will make available the continuation of such coverage during the period of the Career Development Leave to the extent permitted under such group insurance plans, policies and arrangements. Any continuation of coverage under a Jefferson County group insurance plan, policy or arrangement during a period of Career Development Leave shall be contingent upon an Employee making arrangements with the Director to continue to make any premium contributions for which the Employee is responsible and then timely paying such premium contributions. Following the termination of a period of Career Development Leave, job reinstatement shall be provided in accordance with Personnel Board Rules.

#### VIII. EXTENDED MEDICAL/DISABILITY LEAVE

An Employee who is unable to perform the functions of the Employee's position and has exhausted all Unpaid Leave and all Paid Injury Leave, Sick Leave, Vacation Leave, or other leave with pay may be granted a period of Extended Medical/Disability Leave not to exceed 365 days. Only the Director may approve Extended Medical/Disability Leave. The Director shall consult with a requesting Employee's Department Head and the Jefferson County Attorney in deciding whether to grant the Employee's application for Extended Medical/Disability Leave.

A. Application. To apply for Extended Medical/Disability Leave, the Employee must complete a written application form specified by the Director and deliver to his/her Department Head for consideration. The Department Head will recommend approval or denial of the request and forward a copy of the request to Human Resources, accompanied by a memo from detailing how the Employee's duties will be covered during the absence, if approved. The memo should state that no overtime or temporary agency personnel will be utilized to cover the Employee's duties. The memo should also detail the rationale for the recommendation to approve/deny the request. If the Department Head has appointed a designee to approve/disapprove requests and prepare the memo, the Department Head is also required to submit a memo to the Director naming the designee. In addition to the completed application, the Employee must also provide to the Director a written certificate signed by a licensed physician that provides (i) a general explanation of the Employee's condition, (ii) a certification that the employee is unable to perform the functions of the Employee's position, and (iii) the probable duration of the Employee's incapacitation.

B. Return to Work. If during a period of Extended Medical/Disability Leave the Employee becomes capable of performing the functions of the Employee's position, the Employee shall so notify the Director. When the Employee provides such notice, the Employee shall also provide the Director with a written certification from a licensed physician that the Employee is able to perform the functions of the Employee's position.

C. Reinstatement. If an Employee is enrolled in and covered by Jefferson County group insurance plans, policies or arrangements before commencing a period of Extended Medical/Disability Leave, the Director will make available the continuation of such coverage during the period of the Extended Medical/Disability Leave to the extent permitted under such group insurance plans, policies and arrangements. Any continuation of coverage under a Jefferson County group insurance plan, policy or arrangement during a period of Extended Medical/Disability Leave shall be contingent upon an Employee making arrangements with the Director to continue to make any premium contributions for which the Employee is responsible and then timely paying such premium contributions. Following the termination of a period of Extended Medical/Disability Leave, job reinstatement shall be provided in accordance with Personnel Board Rules.

#### IX. GRANTED LEAVE WITHOUT PAY

Probationary Employees who are absent from work without eligibility for vacation or sick leave shall be eligible for up to 48 hours of granted leave without pay (GLWOP). The Employee must submit a properly executed Request for Authorized Leave (Excluding FMLA) form through the chain of command to the Human Resources Department before commencement of the absence. Requests for GLWOP must be submitted by the end of the pay period that the absence occurred.

Any Employee who misses work time due to inclement weather conditions shall have the missed work time charged to Granted Leave Without pay (GLWOP) if sufficient vacation leave is not available.

#### X. MILITARY LEAVE

The Jefferson County Commission supports the United States Armed Forces and will comply with applicable provisions of the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), Sections 31-2-13 and 31-12-6 of the Code of Alabama, the Jefferson County Commission's January 27, 2004 Resolution (Minute Book 143, Pages 556-557) establishing the War on Terrorism Supplemental Military Benefit, and Personnel Board Rules 13.13 and 13.14. An Employee must notify the Director of his or her need for Military Leave and complete such Military Leave application forms and materials as are provided to the Employee by the Director. Employees shall be eligible for Military Leave without pay (and with pay) in accordance with USERRA, Sections 31-2-13 and 31-12-6 of the Code of Alabama, and Personnel Board Rules 13.13 and 13.14.

#### XI. PERSONAL LEAVE

An Employee may be granted a period of Personal Leave, not to exceed 365 days, for personal reason(s) considered sufficient by the Director. Only the Director may approve Personal Leave. To apply for Personal Leave, an Employee must complete a written application

form specified by the Director and return the completed form to his/her Department Head for consideration. The Director shall consult with the requesting Employee's Department Head and the Jefferson County Attorney in deciding whether to grant the application for Personal Leave.

The Department Head will recommend approval or denial of the request and forward a copy of the request to Human Resources, accompanied by a memo detailing how the Employee's duties will be covered during the absence, if approved. The memo should state that no overtime or temporary agency personnel will be utilized to cover the Employee's duties. The memo should also detail the rationale for the recommendation to approve/deny the request. If the Department Head has appointed a designee to approve/disapprove requests and prepare the memo, the Department Head is also required to submit a memo to the Director naming the designee.

If an Employee is enrolled in and covered by Jefferson County group insurance plans, policies or arrangements before commencing a period of Personal Leave, the Director will make available the continuation of such coverage during the period of the Personal Leave to the extent permitted under such group insurance plans, policies and arrangements. Any continuation of coverage under a Jefferson County group insurance plan, policy or arrangement during a period of Personal Leave shall be contingent upon an Employee making arrangements with the Director to continue to make any premium contributions for which the Employee is responsible and then timely paying such premium contributions. Following the termination of a period of Personal Leave, job reinstatement shall be provided in accordance with Personnel Board Rules.

## XII. EMPLOYEE DISCIPLINE

Employees who are AWOL and/or have abused Unpaid Leave may be disciplined as provided by Personnel Board Rules 12 and 13.6 and Jefferson County Administrative Order 02-5, as amended. Any Employee who fraudulently seeks or obtains FIVILA Leave is not protected by FMLA's job restoration or maintenance of health benefits provisions and will be subject to disciplinary action, including termination.

## XIII. EFFECTIVE DATE

This amended Administrative Order shall be effective at 12:01 a.m., \_\_\_\_\_ on 2011.

DONE and ORDERED at the Jefferson County Courthouse, this 14<sup>th</sup> day of December, 2010.

W. D. Carrington, President

Jefferson County Commission

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

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Dec-14-2010-1161

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 a hosted Interactive Voice Response outbound dialing system to support the Board's register maintenance process in the amount of \$2,495.

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

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Dec-14-2010-1162

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 to the hosting agreement with Affiliated Computers Services, Inc. to provide hosting to include enterprise applications, upgrades, managed consulting services for a period of three years in the amount of \$597,960.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Alabama Department of Human Resources to provide 66% reimbursement to the County for work performed by the staff at Family Court in IV-D Child Support cases and in the collection of these funds for the State. This is a revenue generating agreement. No additional funds required. (Exhibits on file in the Minute Clerk's office)

AGREEMENT BETWEEN JEFFERSON COUNTY COMMISSION,  
JEFFERSON COUNTY FAMILY COURT,  
AND THE ALABAMA  
DEPARTMENT OF HUMAN RESOURCES

This Agreement is entered into, by and between the Jefferson County Commission (hereinafter referred to as "the County"), Jefferson County Family Court (hereinafter referred to as "the Court"), and the Alabama Department of Human Resources (hereinafter referred to as "the Department").

WHEREAS, the Department is the single agency in the State of Alabama designated to administer Title IV-D of the Social Security Act, establishing a program of child support enforcement and establishment of paternity as specified in said Act and the regulations implementing the Act; and

WHEREAS, the County under the Alabama Rules of Court, Rules of Judicial Administration, Rule 3. (A) "may provide additional court supportive personnel, services, equipment and furnishings".

WHEREAS, the Court administers its programs in accordance to the Alabama Rules of Court,

WHEREAS, the parties wish to enter into an Agreement to facilitate the expeditious processing of Title IV-D Child Support cases;

NOW, THEREFORE, the parties intending to be mutually bound, hereby agree as follows:

The County and the Court agrees to:

I.

A. Authorize administrative support staff within the Court to be allocated specific time periods in which Title IV-D work will be accepted, filed, and processed for service and docketing in accordance with established time standards per federal and state standards. These processes include but are not limited to the filing of Title IV-D paternity and support actions, modification actions, contempt actions, and income withholding actions. See Attachment B entitled "Documentation of Standards of Performance," which is hereby incorporated by reference and made a part of this Agreement.

B. An "Administrative Cost Analysis Study" will be submitted annually to the Department for approval with clarification for said costs to be established and agreed upon by both parties. Administrative costs may include recovery of approved operating costs (supplies and printing). This cost analysis study will be submitted annually prior to approval of this annual budget.

C. Have and make available to the Department job descriptions for positions billed under the contract.

D. Assume full financial liability for audit exceptions ruled as final.

E. Retain program and financial records for a period of four (4) years with the exception that records must be retained until any unresolved program/fiscal audit is resolved.

II.

The Department agrees to reimburse the County upon presentation of documentation, its federal share of necessary and reasonable costs allowable under the IV-D Program as expressed in the budget with any amendments which are attached to this Agreement and incorporated herein by reference and made a part of this Agreement for the term covered by the budget and amendments thereto as if fully set out herein.

III.

It is further agreed by the parties that:

A. Reimbursement will be made to the County at the prevailing rate of federal financial participation for allowable administrative expenses related to the Title IV-D program.

B. Billing procedures to be followed by the County in requesting reimbursement shall be in accordance with requirements of the Department's Finance Division.

C. The County shall submit monthly or quarterly requests to the Department for reimbursement of expenses approved by the Department for services provided.

D. The County will be the fiscal agent for the reimbursement of expenses approved by the Department. The Department agrees to reimburse the County for approved expenses submitted to the Department for services rendered at the federal matching rate in effect at the time services are rendered. Any and all adjustments of the federal matching rate to the state shall automatically adjust to the federal matching rate the percentage of reimbursement due the County.

E. The County shall certify to the Department that, in addition to reimbursement for approved expenses submitted to the Department for services rendered at the federal matching rate in effect at the time services are rendered, the local matching share of the authorized billed expenses have been paid by the County were paid with matching public funds. Such certifications of costs shall be submitted no later than 60 days after the end of the fiscal year in which the cost was incurred. Federal reimbursement of costs is limited to two (2) years from the end of the fiscal quarter in which the costs were incurred.

F. Reimbursement of approved expenses will be made to the County no later than 40 working days after the reimbursement request is submitted by the County, and approved by the Department, and received by the Office of Child Support Accounting.

G. The County shall make available such records or other supporting documentation as the Office of Child Support Enforcement or the Department audit staff may request and shall also make available personnel associated with the state's IV-D program to provide answers which the audit staff may find necessary.

H. Subject to the prior written approval of the Department, the County may make minor procedural modifications.

I. The Contractor shall be the sole point of contact with regard to all contractual matters and shall be solely responsible for the fulfillment of the Contract with the DHR. This includes the professional and technical accuracy of all work and materials furnished under the Contract. The Contractor shall assume responsibility for all services offered and products to be delivered. The Contractor shall, without additional cost to DHR, correct or revise all errors or deficiencies in any contract work identified during the term of the Contract. The DHR review, approval, acceptance of, and payment of fees for services required under the Contract, shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the Contractor's failure to perform. The Contractor shall be and remain liable to the DHR for all direct costs which may be incurred by the DHR as a result of the Contractor's negligent or incomplete performance of any of the services performed under the Contract.

#### IV.

The parties further agree that:

A. The terms of this Agreement are dependent upon the Department's receipt of federal financial participation funds for administrative expenses related to the Title IV-D program in a sufficient amount to honor any commitment made under this Agreement. In the event sufficient funds are not received and are not otherwise available to the Department to make any of the payments which become due under this Agreement, then neither this Agreement nor the commitments contained herein shall impose an obligation on the State of Alabama, the Department, or the County; and in such event, the Department shall immediately provide written notice to the County of the unavailability of funds to make such payment and commitments.

B. This Agreement shall commence October 1, 2010 and shall continue in full force and effect thereafter until September 30, 2011, and may be renewed annually upon agreement by the parties to the terms of an annual budget and an approved cost recovery plan; unless otherwise terminated.

C. The Jefferson County Commission and the Jefferson County Family Court acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals and the Jefferson County Commission and the Jefferson County Family Court shall not begin performing work under this agreement until notified to so do by the Department. The Jefferson County Commission and the Jefferson County Family Court is entitled to no compensation for work performed prior to the effective date of the agreement.

D. In addition to the termination provisions contained in paragraph A. of this section, either party may terminate this agreement upon 30 days written notice if

1. The other party fails to comply with the terms of the Agreement; or
2. The parties otherwise mutually agree.

E. Should federal or state laws or regulations change, or administrative change occur in a way that impairs the performance of this Agreement by either or both of the parties said Agreement shall be subject to termination and/or re-negotiation upon written notice by either party.

F. Any modification to this agreement must be made by written amendment thereto, except that budget increases or decreases of up to 10 percent of the total budgeted amount included in Exhibit 1 attached hereto, may be made through letter of request from the County and with approval of the Department.

G. 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 contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and 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.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where

appropriate, private mediators.

V.

The parties further mutually agree that they will comply with:

- A. Title IV-D of the Social Security Act, 42 U.S.C. Sections 651-669, which provides for the enforcement of support obligations and the establishment of paternity, and its implementing federal regulations, including the safeguarding requirements set out in 45 CFR Section 303.21, and any other applicable federal regulations and requirements.
- B. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000(d), et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial participation.
- C. Title V, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial participation.
- D. Title IX, Section 901 of the Education Amendments of 1972, as amended, 20 U.S.C. Section 1681, et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial participation.
- E. Title III, Section 302 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6101, et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial participation.
- F. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, 95 Stat. 357, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial participation.
- G. 31 U.S.C., Section 1352 (1990 Supplement), which prohibits the use of federal funds related to lobbying. Furthermore, the County agrees to execute annually the certification regarding lobbying, a copy of which is attached hereto as Attachment C and which is incorporated and made part of this Agreement as if set out in full herein.
- H. The Drug Free Work Place Act of 1988, P.L. 100-690, Title V, Subtitle D, which specifies requirements for handling employees with drug-related problems.
- I. The CONTRACTOR will comply with the privacy regulations of the federal Health Insurance Portability and Accountability Act ("HIPPA") (Public Law 10491).
- J. All regulations, guidelines, and standards lawfully adopted under the above statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

JEFFERSON COUNTY COMMISSION  
W. D. Carrington  
JEFFERSON COUNTY FAMILY COURT  
Jeff McGee - Court Administrator  
DEPARTMENT OF HUMAN RESOURCES, STATE OF ALABAMA  
BY:  
COMMISSIONER  
APPROVED FOR CONTENT:  
BY:  
DIRECTOR  
CHILD SUPPORT ENFORCEMENT PARTNERSHIP  
APPROVED FOR LEGAL FORM:  
BY:  
STATE DEPARTMENT OF HUMAN RESOURCES  
LEGAL OFFICE  
BY:  
FINANCE DIRECTOR, STATE OF ALABAMA

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

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Dec-14-2010-1164

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and Creative Wellness Institute to provide the Strong Girls Program for at-risk girls identified by Family Court for the period December 1, 2010 - November 30, 2011 in the amount of \$144,390 - grant funds. No additional funds required.

Contract Amendment No. 2

This Amendment to Contract entered into the 18<sup>th</sup> day of October, 2010, between Jefferson County, Alabama, hereinafter referred to as "the County, and Creative Wellness Institute, hereinafter referred to as the "Contractor". Contractor to provide "Strong Girls" programs for "at-risk" girls identified by Family Court.

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 the 17<sup>th</sup> day of February, 2009, recorded in Minute Book 157, pages 445-447, is hereby amended as follows:

Item 3. Amend the Terms of Agreement and Authorization to Perform Work paragraph as follows;

Effective date December 1, 2010, ending date November 30, 2011.

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

Jefferson County Commission

W. D. Carrington, PRESIDENT

Creative Wellness Institute

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

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Dec-14-2010-1165

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Foreign Language Services, Inc. to provide translation/interpretation services to Family Court for FY10-11 in the amount of \$3,000. No additional funds required.

CONTRACT NO:1720

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 30<sup>th</sup> day of September 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and Foreign Language Services, Inc. located at 3609 A5 Memorial Parkway, SW, Huntsville, AL 35801 hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for language services for Jefferson County Family Court, hereinafter called "Family Court", and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 213-10 dated September 7, 2010, the terms of which are included herein by reference. Jefferson County, Alabama d/b/a Jefferson County Family Court desires to enter into contract with a community partner/or individual to provide professional language services in the social service and judicial setting to clients with limited English proficiency in the Birmingham and Bessemer Division of Family Court as on an as needed basis as described below:
  - Specified Languages: Must provide face-to-face, and/or written translation of the following languages: Spanish, Quiche, or another Mayan language.
  - Written Translation: Must provide written translations to documents and forms used by the Jefferson County Family Court using proofreaders from several countries to ensure documents use common language between all Spanish speakers.
  - Availability and Response Time: Jefferson County Family Court requires response time for requests for services to be less than two (2) hours. All services must be available 24 hours a day, 7 days a week, 365 days a year.
  - Certifications/Training/Professional Membership: Interpreters must have successfully completed at least a 40-hour interpreter-training course and meet certification requirements by the State of Alabama AOC. Interpreters must have the necessary professional memberships, training, certification, and education that would establish a standard of excellence and knowledge of current national issues and trends for foreign language interpreters in the social service and judicial setting.
  - Accuracy and Completeness: Interpreters shall always thoroughly and faithfully render the source language message, neither omitting nor adding anything, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message
  - Cultural Sensitivity and Courtesy: Interpreters shall be culturally competent, sensitive, and respectful of the individual(s) they serve and experienced in meeting the needs of a culturally diverse population.

- Professional Development: Interpreters shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for one year (1) October 1, 2010 through September 30, 2011. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.
  4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:
    - Translation Services - Spanish, Quiche or another Mayan languages:
    - Consecutive Interpreting English><Spanish - \$60 Hour-2 hour minimum
    - Consecutive Interpreting English><Other - \$65 - \$85 Hour - 2 hour minimum
    - Hotline/Telephone - \$2.00 - Minute - No minimum required.
    - Travel - \$.50 - Mile - if over 10 miles to interpreting site; billed on # minutes.
    - Travel Labor - \$30 - \$42.50 - if travel takes more than one hour of commute to the interpreting site, we will bill for travel labor based on half the interpreting labor rate.
    - Legal Translation from or into Spanish - \$.20 - Word - \$65 minimum; bill a minimum charge of \$65 for all documents that are less than 325 words. Anything over 325 words will be billed at a rate of \$.20/word
    - Legal Translation - all other languages - \$.20 - \$.28/word - \$85 minimum; bill a minimum charge of \$85 for all documents that are less than 325.
  5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize Foreign Language Services, Inc. to subcontract (assign) any portion of this contract, Foreign Language Services, Inc. will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Foreign Language Services, Inc. must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance
  6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division
  7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law,
  8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
  9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each offeror submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.
  10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
  11. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
  12. LIABILITY:
    - A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
    - B. The Contractor will indemnify and save harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract..
  13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract



shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Jefferson County Family Court  
Director of Programs  
120 2<sup>nd</sup> Court North.  
Birmingham, AL 35204

Copy to: Jefferson County Commission  
Finance Department  
716 N Richard Arrington  
Suite 820  
Birmingham, AL 35203

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

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

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

CONTRACTOR:  
Caroline S. Myers

JEFFERSON COUNTY, ALABAMA  
David Carrington

Director

President Commissioner

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

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Dec-14-2010-1166

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide management and staffing of the Family Court Electronic Monitoring Program for FY10-11 in the amount of \$387,178.75. No additional funds required.

CLARITY NO.1308

#### INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 1<sup>st</sup> day of September 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for electronic monitoring services for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to the Jefferson County Commission:
  - A. Staffing Plan:

The Contractor will provide staffing consistent with the needs of the court that will assure 24/7/365 coverage for an on-site Electronic Monitoring Program for the Birmingham and Bessemer Family Courts. Supervision of the program will be provided by a Program Manager and Program Administrator with experience in juvenile justice program development and management. In-office hours will be 6:30 A.M. to 10:00 P.M. as requested by the Family Court as building security allows. On-call / home office coverage will be provided for the remainder of the twenty-four (24) hour period.

Adequate staffing will be in place to provide the following services:

- Respond to needs of court and implement court orders in a timely manner
- Perform risk assessments and enrollments as needed
- Track and interpret equipment signals
- Log daily recordings of client movement
- Document approved activities of clients
- Establish direct contact with parties to the juvenile case
- Maintain contact and consultation with juvenile and guardians involved in program for enrollment, violation investigation and termination purposes Interact with vendor databases to monitor client's activities, equipment reports, and equipment maintenance
- Interact with employment, school and community services for client status
- Attend court hearings when necessary Elicit and attain pick-up orders when necessary Maintenance of records, databases and files
- Provide feedback and outcome data to court
- Maintenance of appropriate policies and procedures to meet the needs of the court.
- Ability to maintain and monitor up to 200 active clients

Contractor will provide a total of six (6) full-time and three (3) part-time staff with a float pool of per hour, partially-benefitted staff to provide coverage on an as needed basis. Full time and part time staff will consist of the following:

- One full-time Program Mgr
- One full-time Program Adm. I
- Three full-time day staff (one serving as Bessemer Liaison)
- One full-time Data Analyst
- One part-time, week-night staff

- Two part-time, week-end staff
- Three float pool

Benefits for full-time and part-time staff will be provided by the Contractor as dictated by the corresponding job classification. 5,834 float pool hours will be budgeted for as needed coverage. Positions will be filled to meet the needs of the current client caseload. All budgeted positions and float pool coverage hours will not be utilized unless the caseload reaches 200 and maximum coverage is required for adequate coverage. If excessive pool hours are utilized on a consistent basis due to a high caseload, then 2,080 pool hours may be converted to a full-time benefitted position at the request of the Family Court to provide more consistent staffing.

B. Programs Evaluation Methodology and Expected Outcome Measurements

Contractor will provide the Family Court with weekly reports and a more comprehensive quarterly data report detailing current enrollment and monthly activity regarding new enrollments, terminations, violations and absence from residence without permission and/or removal of equipment (AWOL). The report will also include the risk status of the clients, referral offence, placement justification and monthly EM usage by each probation officer. Contractor will also provide an annual report designed to meet the needs of the Court.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render electronic monitoring services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2011. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$387,178.75.00 as specified in Attachment A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.

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

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Cost., Article I14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment.

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

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

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

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

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

12. LIABILITY:

A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

B. UAB, a division of The board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Alabama Constitution Article 1 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self insurance coverage applicable to the negligent acts and omissions of its officers and employees which occur within the scope of their employment by UAB. UAB can undertake no obligation that might create a debt on the State Treasury.

C. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

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

Client: Family Court  
Director of Programs  
120 2<sup>nd</sup> Court North.  
Birmingham, AL 35204

Copy to: Jefferson County Commission  
Finance Department  
716 N Richard Arrington  
Suite 820  
Birmingham, AL 35203

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

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

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

(Note: The Contractor, UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Alabama Constitution Article 1 & 14. The exclusive forum in which a claim can be asserted against the Contractor, UAB, is the State of Alabama Board of Adjustment. UAB maintains self insurance coverage applicable to the negligible acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury which may arise from Contractor's operations. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

17. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Lynn W. Stedman, MBA	David Carrington
Director	President, Commissioner
Office of Grants and Contracts Administration	
The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham	

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

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Dec-14-2010-1167

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide management of a mentoring program at Family Court for FY10-11 in the amount of \$116,838. No additional funds required.

CLARITY NO.1305

#### INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 1<sup>st</sup> day of September 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for mentoring for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to Jefferson County:
  - Develop and management of the Family Court Adolescent Mentoring Program
  - Staffing including one Program Administrator and one Case Manager
  - Recruitment, screening, training and management of the volunteer mentors
  - Maintain a mentor and mentee database
  - Facilitate regular meetings of the program Oversight Group
  - Provide ongoing program evaluation
  - Provide quarterly and annual program reports as agreed upon between the Family Court and program staff
  - Provide such services at the campus of the Family Court in space provided by the Jefferson County Commission.
  - Provide all clerical support for the services at no cost to the Jefferson County Commission
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render substance abuse services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2011. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.
4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not

to exceed the maximum amount of \$116,838.00 as specified in Appendix A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. Funds for this will be paid from a grant to Jefferson County Commission from the Alabama Department of Youth Services.

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

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Cost., Article 114. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment.

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

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

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

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

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

12. LIABILITY:

A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

B. UAB, a division of The board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Alabama Constitution Article 1 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self insurance coverage applicable to the negligent acts and omissions of its officers and employees which occur within the scope of their employment by UAB. UAB can undertake no obligation that might create a debt on the State Treasury.

C. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

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

Client: Family Court  
120 2<sup>nd</sup> Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820

Birmingham, AL 35203

Copy to: Jefferson County Commission  
Purchasing Department  
716 N Richard Arrington Jr. Blvd  
Suite 830  
Birmingham, AL 35203

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

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

(Note: The Contractor, UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Alabama Constitution Article 1 & 14. The exclusive forum in which a claim can be asserted against the Contractor, UAB, is the State of Alabama Board of Adjustment. UAB maintains self insurance coverage applicable to the negligible acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury which may arise from Contractor's operations. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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.

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Lynn W. Stedman, MBA	David Carrington
Director	President, Commissioner
Office of Grants and Contracts Administration	
The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham	

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

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Dec-14-2010-1168

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide adolescent substance abuse services to Family Court for FY10-11 in the amount of \$223,833. No additional funds required.

#### INTERAGENCY AGREEMENT

CLARITY NO.1310

THIS AGREEMENT entered into this 1<sup>st</sup> day of September 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for substance abuse services for Family Court; and

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

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

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

2. **SCOPE OF SERVICES:**

The Contractor shall provide the following services to the Jefferson County Commission on an as need basis:

- Case management and assessment services to be staffed by one program coordinator, two case mgr and 1 FTE Research Interviewer.
- Screening and assessment of clients Recommendations for appropriate level of services
- Urinalysis
- Serve as a liaison for referrals to community agencies for substance abuse counseling/treatment
- Subsidized outpatient treatment at UAB Beacon Addiction Treatment Center (BATC)
- Transportation for UAB BATC outpatient clients who don't qualify for Medicaid/All Kids
- Weekly Prevention Classes.
- Weekly staffing with case management and therapeutic staff.
- Maintenance of databases for reporting and research purposes.
- Quarterly and annual reports
- Case management for adolescents at Treatment level clients and for Drug Court.
- Referral to residential treatment when appropriate.
- Collection of client fees as ordered (client fees collected in connection with the programs supported by this contract shall be accounted for, carried forward and used only for these programs).
- Office hours equal to 8 hrs./day, Monday-Friday in office space provided on the campus of Family Court by the County
- All clerical support for the program

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render substance abuse services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2011. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$233,833.00 as specified in Attachment A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited



to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance

6. GOVERNING LAW/ DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const., Article I14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment.

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

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of /TB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

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

12. LIABILITY:

A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

B. UAB, a division of The board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Alabama Constitution Article 1 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self insurance coverage applicable to the negligent acts and omissions of its officers and employees which occur within the scope of their employment by UAB. UAB can undertake no obligation that might create a debt on the State Treasury.

C The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

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

Client: Family Court  
120 2<sup>nd</sup> Ct. N.  
Birmingham, AL 35204

Copy to: Jefferson County Commission  
Finance Department  
716 N Richard Arrington Jr. Blvd  
Suite 820  
Birmingham, AL 35203

Copy to: Jefferson County Commission  
Purchasing Department  
716 N Richard Arrington Jr. Blvd  
Suite 830  
Birmingham, AL 35203

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

County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence. (Note: The Contractor, UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Alabama Constitution Article 1 & 14. The exclusive forum in which a claim can be asserted against the Contractor, UAB, is the State of Alabama Board of Adjustment. UAB maintains self insurance coverage applicable to the negligible acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury which may arise from Contractor's operations. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program. Before beginning work, contract party shall file with the County a certificate of self-insurance showing the amounts of insurance carried and the risk covered thereby.

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Lynn W. Stedman, MBA	David Carrington
Director	President, Commissioner
Office of Grants and Contracts Administration	
The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham	

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

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Dec-14-2010-1169

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Myrtle R. Huffman, District Attorney Office - Bessemer Division to waive the ninety (90) day requirement for sick leave conversion, be and hereby is approved.

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

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Dec-14-2010-1170

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Ordinance No. 1743, The Electrical Code for Jefferson County, Alabama, adopted October 29, 2002, is hereby amended as follows:

- A-109.4 Qualification of Journeyman Electricians  
Said application shall be accompanied by a fee of \$90.00.
- A-109.5 Qualification of Maintenance Electricians  
Said application shall be accompanied by a fee of \$90.00.
- A-109.6 Qualification of Master Electricians  
Said applications shall be accompanied by a fee of \$90.00.

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

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Dec-14-2010-1171

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the revised Fiscal Year 2010-2011 Zoning Division calendar submitted by Land Planning & Development Services, be and hereby is approved.

LAND PLANNING & DEVELOPMENT SERVICES  
2010-2011 FISCAL YEAR CALENDAR ZONING DIVISION

(2010)

October 11 P&Z Zoning Case Tour  
OCTOBER 12 CUT-OFF FOR NOVEMBER REZONING & SUBDIVISIONS  
OCTOBER 14 PLANNING AND ZONING HEARING  
OCTOBER 19 COUNTY COMMISSION ZONING HEARING  
OCTOBER 25 BOARD OF ZONING ADJUSTMENT HEARING  
OCTOBER 26 COUNTY COMMISSION ZONING HEARING  
OCTOBER 27 CUT-OFF FOR NOVEMBER BOARD OF ZONING ADJUSTMENT

November 8 P&Z Zoning Case Tour  
NOVEMBER 9 CUT-OFF FOR DECEMBER REZONING & SUBS  
NOVEMBER 10 PLANNING AND ZONING HEARING (Wednesday, due to holiday)  
NOVEMBER 11 HOLIDAY COURTHOUSE CLOSED  
NOVEMBER 16 COUNTY COMMISSION ZONING HEARING  
NOVEMBER 22 BOARD OF ZONING ADJUSTMENT HEARING  
NOVEMBER 23 COUNTY COMMISSION ZONING HEARING  
DECEMBER 1 CUT-OFF DECEMBER BOARD OF ZONING ADJUSTMENT

December 6 P&Z Zoning Case Tour  
DECEMBER 9 PLANNING AND ZONING HEARING  
DECEMBER 14 CUT-OFF FOR JANUARY REZONING & SUBDIVISIONS  
DECEMBER 14 COUNTY COMMISSION ZONING HEARING  
~~DECEMBER 21 COUNTY COMMISSION ZONING HEARING~~  
DECEMBER 27 BOARD OF ZONING ADJUSTMENT HEARING  
~~DECEMBER 28 BOARD OF ZONING ADJUSTMENT HEARING TUESDAY~~  
~~Only if Monday is the official holiday~~  
DECEMBER 28 COUNTY COMMISSION ZONING HEARING  
DECEMBER 29 CUT-OFF JANUARY BOARD OF ZONING ADJUSTMENT

(2011)

January 10 P&Z Zoning Case Tour  
JANUARY 11 BESSEMER COURTHOUSE - Jefferson County Commission  
JANUARY 11 CUT-OFF FOR FEBRUARY REZONING & SUBDIVISIONS  
JANUARY 13 PLANNING AND ZONING HEARING  
~~JANUARY 18 COUNTY COMMISSION ZONING HEARING~~  
JANUARY 24 BOARD OF ZONING ADJUSTMENT HEARING  
JANUARY 25 COUNTY COMMISSION ZONING HEARING

FEBRUARY 2 CUT-OFF FOR FEBRUARY BOARD OF ZONING ADJUSTMENT  
 February 7 P&Z Zoning Case Tour  
 FEBRUARY 8 COUNTY COMMISSION ZONING HEARING  
 FEBRUARY 8 CUT-OFF FOR MARCH REZONING & SUBDIVISIONS  
 FEBRUARY 10 PLANNING AND ZONING HEARING  
~~FEBRUARY 15 COUNTY COMMISSION ZONING HEARING~~  
 FEBRUARY 22 COUNTY COMMISSION ZONING HEARING  
 FEBRUARY 28 BOARD OF ZONING ADJUSTMENT HEARING

MARCH 2 CUT-OFF FOR MARCH BOARD OF ZONING ADJUSTMENT  
 March 7 P&Z Zoning Case Tour  
 MARCH 8 COUNTY COMMISSION ZONING HEARING  
~~MARCH 8 CUT-OFF FOR APRIL REZONING & SUBDIVISIONS~~  
 MARCH 10 PLANNING AND ZONING HEARING  
~~MARCH 15 COUNTY COMMISSION ZONING HEARING~~  
 MARCH 22 COUNTY COMMISSION ZONING HEARING  
 MARCH 28 BOARD OF ZONING ADJUSTMENT HEARING  
 MARCH 30 CUT-OFF FOR APRIL BOARD OF ZONING ADJUSTMENT

April 11 P&Z Zoning Case Tour  
 APRIL 12 BESSEMER COURTHOUSE Jefferson County Commission  
 APRIL 12 CUT-OFF FOR MAY REZONING & SUBDIVISIONS  
 APRIL 14 PLANNING AND ZONING HEARING  
~~APRIL 19 COUNTY COMMISSION ZONING HEARING~~  
 APRIL 25 BOARD OF ZONING ADJUSTMENT HEARING  
 APRIL 26 COUNTY COMMISSION ZONING HEARING  
 APRIL 27 CUT-OFF FOR MAY BOARD OF ZONING ADJUSTMENT

May 9 P&Z Zoning Case Tour  
 MAY 10 COUNTY COMMISSION ZONING HEARING  
 MAY 10 CUT-OFF FOR JUNE REZONING & SUBDIVISIONS  
 MAY 12 PLANNING AND ZONING HEARING  
~~MAY 17 COUNTY COMMISSION ZONING HEARING~~  
 MAY 23 BOARD OF ZONING ADJUSTMENT HEARING  
 MAY 24 COUNTY COMMISSION ZONING HEARING  
 JUNE 1 CUT-OFF FOR JUNE BOARD OF ZONING ADJUSTMENT

June 6 P&Z Zoning Case Tour  
 JUNE 9 PLANNING AND ZONING HEARING  
 JUNE 14 CUT-OFF FOR JULY REZONING & SUBDIVISIONS  
 JUNE 14 COUNTY COMMISSION ZONING HEARING (2<sup>nd</sup> Tuesday\*\*\*)  
~~JUNE 21 COUNTY COMMISSION ZONING HEARING~~  
 JUNE 27 BOARD OF ZONING ADJUSTMENT HEARING  
 JUNE 28 COUNTY COMMISSION ZONING HEARING  
 JUNE 29 CUT-OFF FOR JULY BOARD OF ZONING ADJUSTMENT

July 11 P&Z Zoning Case Tour  
 JULY 12 BESSEMER COURTHOUSE - Jefferson County Commission  
 JULY 12 CUT-OFF FOR AUGUST REZONING & SUBDIVISIONS  
 JULY 14 PLANNING AND ZONING HEARING  
~~JULY 19 COUNTY COMMISSION ZONING HEARING~~  
 JULY 25 BOARD OF ZONING ADJUSTMENT HEARING  
 JULY 26 COUNTY COMMISSION ZONING HEARING  
 JULY 27 CUT-OFF FOR AUGUST BOARD OF ZONING ADJUSTMENT

August 8 P&Z Zoning Case Tour  
 AUGUST 9 COUNTY COMMISSION ZONING HEARING  
 AUGUST 9 CUT-OFF FOR SEPTEMBER REZONING & SUBDIVISIONS  
 AUGUST 11 PLANNING AND ZONING HEARING  
~~AUGUST 16 COUNTY COMMISSION ZONING HEARING~~  
 AUGUST 22 BOARD OF ZONING ADJUSTMENT HEARING  
 AUGUST 23 COUNTY COMMISSION ZONING HEARING  
 AUGUST 31 CUT-OFF FOR SEPTEMBER BD OF ZONING ADJUSTMENT

September 6 P&Z Zoning Case Tour (Tuesday, Monday Labor Day Holiday)  
 SEPTEMBER 8 PLANNING AND ZONING HEARING  
 SEPTEMBER 13 COUNTY COMMISSION ZONING HEARING (2<sup>nd</sup> Tuesday\*\*\*)  
 SEPTEMBER 13 CUT-OFF FOR OCTOBER REZONING & SUBDIVISIONS  
~~SEPTEMBER 20 COUNTY COMMISSION ZONING HEARING~~  
 SEPTEMBER 26 BOARD OF ZONING ADJUSTMENT HEARING  
 SEPTEMBER 27 COUNTY COMMISSION ZONING HEARING  
 SEPTEMBER 28 CUT-OFF FOR OCTOBER BOARD OF ZONING ADJUSTMENT

(Projected)

(Dates are subject to change, by adoption of the 2011-2012 calendar, pending establishment of the 2011-2012 holidays by the Jefferson County Commission.)

October 10 P&Z Zoning Case Tour  
 OCTOBER 11 BESSEMER COURTHOUSE - Jefferson County Commission  
 OCTOBER 11 CUT-OFF FOR NOVEMBER REZONING & SUBDIVISIONS

OCTOBER 13 PLANNING AND ZONING HEARING  
~~OCTOBER 18~~ COUNTY COMMISSION ZONING HEARING  
OCTOBER 24 BOARD OF ZONING ADJUSTMENT HEARING  
OCTOBER 25 COUNTY COMMISSION ZONING HEARING

NOVEMBER 2 CUT-OFF FOR NOVEMBER BOARD OF ZONING ADJUSTMENT  
November 7 P&Z Zoning Case Tour  
NOVEMBER 8 COUNTY COMMISSION ZONING HEARING  
NOVEMBER 8 CUT-OFF FOR DECEMBER REZONING & SUBS  
NOVEMBER 10 PLANNING AND ZONING HEARING  
NOVEMBER 11 HOLIDAY COURTHOUSE CLOSED  
~~NOVEMBER 15~~ COUNTY COMMISSION ZONING HEARING  
NOVEMBER 22 COUNTY COMMISSION ZONING HEARING  
NOVEMBER 23 CUT-OFF DECEMBER BOARD OF ZONING ADJUSTMENT  
NOVEMBER 28 BOARD OF ZONING ADJUSTMENT HEARING

December 5 P&Z Zoning Case Tour  
DECEMBER 8 PLANNING AND ZONING HEARING  
DECEMBER 13 CUT-OFF FOR JANUARY REZONING & SUBDIVISIONS  
DECEMBER 13 COUNTY COMMISSION ZONING HEARING (2<sup>nd</sup> Tuesday\*\*\*)  
DECEMBER 19 BOARD OF ZONING ADJUSTMENT HEARING 3<sup>rd</sup> MONDAY Due to 4<sup>th</sup> Monday being a holiday  
~~DECEMBER 20~~ COUNTY COMMISSION ZONING HEARING  
DECEMBER 28 CUT-OFF JANUARY BOARD OF ZONING ADJUSTMENT

CUTOFF FOR BZA APPLICATION IS MINIMUM 26 DAYS PRIOR TO THE HEARING  
CUTOFF FOR P&Z APPLICATION IS MINIMUM 30 DAYS PRIOR TO THE HEARING  
BZA notices are mailed ten days prior to the hearing date (on a Friday) P&Z Zoning notices are mailed fourteen days prior to the hearing date (on a Thursday) P&Z Subdivision certified letters are mailed seven days prior to the hearing date (on a Thursday) JCC Zoning notices to property owners & certified letters to applicant(s) are mailed fifteen days prior to the hearing date (on a Monday)  
\*\*\* JCC 1<sup>st</sup> zoning hearing scheduled for Tuesday following P&Z hearing (when JCC is NOT at Bessemer)

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

Dec-7-2010-1172

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

DISPOSALS:

Commissioner Collins:

14000005362	AST ASCENTIA NOTEBOOK	Sold (Warehouse of Auction)
701863 (SAP N/A)	HP DeskJet 855C Printer	Sold (Warehouse of Auction)

Commissioner Smoot:

12000000428	File-4 Door	Obsolete/No longer in Department
14000000000	Dell Laptop Computer	Stolen
14000001036	Personal Computer	Obsolete/No longer in Department
14000001037	Personal Computer	Obsolete/No longer in Department
14000002663	Notebook Computer	Salvage/used for parts
14000004456	Personal Computer	Obsolete/No longer in Department
14000004457	Personal Computer	Obsolete/No longer in Department
14000004827	Printer - Laser	Obsolete/No longer in Department
14000006062	Personal Computer	Obsolete/No longer in Department

Family Court-West End:

12000001495	Electronic Typewriter	Sold (Warehouse for Auction)
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Personnel Board:

14000002491	Dell Computer	Sold (Warehouse for Auction)
14000003565	Dell Power Edge 2850 Server	Sold (Warehouse for Auction)

Central Laundry:

12000002500	MODULAR FURNITURE SYSTEM	Obsolete/No longer in Department
14000005669	COPIER W/BASE & SORTER	Obsolete/No longer in Department
14000005794 .	PERSONAL COMPUTER	Obsolete/No longer in Department
14000005890	COPIER	Obsolete/No longer in Department

DISPOSALS:

15000000238	MOWER	Obsolete/No longer in Department
16000001343	TIME CLOCK	Obsolete/No longer in Department
16000001344	WASHER/EXTRACTOR	Obsolete/No longer in Department
16000003974	SCALE, PLATFORM	Obsolete/No longer in Department

16000003975	TANK, RECLAIM, WELDED	Obsolete/No longer in Department
16000003976	CONVEYOR FLATWORK	Obsolete/No longer in Department
16000003977	CONVEYOR, FLATWORK	Obsolete/No longer in Department
16000003978	WASHER, COMMERCIAL	Obsolete/No longer in Department

TRANSFERS: FROM: TO:  
Commissioner Smoot:  
 12000002909 John Sims "Jam Session" (Picture) 1001 1002

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-14-2010-1173

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Anne-Marie Adams, Jefferson County Circuit Clerk, for compensation in the amount of \$200.00 for serving as Absentee Elections Manager for reporting federal MOVE sub ballots cast in the November 2, 2010 General Election, be and hereby is approved.

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

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Dec-14-2010-1174

Proposed Resolution for Re-Appointment of Directors  
 to The Public Park and Recreation Board of Jefferson County  
 RESOLUTION RE-APPOINTING DIRECTORS OF THE PUBLIC PARK AND  
 RECREATION BOARD OF JEFFERSON COUNTY

BE IT RESOLVED by the County Commission (the "Commission") of Jefferson County, Alabama (the "County") as follows:

Section 1. The Commission previously created the Public Park and Recreation Board of Jefferson County (the "Board"), and appointed Joseph B. Mays, Laura Benedict Jones, Stanley Q. Wormely to serve as directors of the Board as stated in a Resolution Appointing Directors of the Public Park and Recreation Board of Jefferson County, dated November 1, 2005, in Minute Book 149, Page(s) 429-430.

Section 2. Stanley Q. Wormely's initial term on the Board expires on November 1, 2011.

Section 3. On October 21, 2008, the Commission appointed Harold Goings and David Livingston to complete the unexpired terms of Mr. Mays and Ms. Jones as stated in a Resolution Appointing Directors of the Public Park and Recreation Board of Jefferson County, dated October 21, 2008, in Minute Book 156, Page(s) 602-603. Since that time, Harold Goings's term expired on November 1, 2009, and David Livingston's term expired on November 1, 2010.

Section 4. The Commission hereby re-appoints the persons indicated below to serve for the six-year terms indicated. Said persons are qualified electors and taxpayers in the County and are not officers or employees of the County:

<u>Name of Director</u>	<u>Beginning of Term</u>	<u>Ending of Term</u>
Harold Goings	November 1, 2009	November 1, 2015
David Livingston	November 1, 2010	November 1, 2016
Stanley Q. Wormely	November 1, 2011	November 1, 2017

Section 5. This resolution shall become effective immediately.

Dated: December 14, 2010.

W. D. Carrington  
 Chairman of the 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-14-2010-1175

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Moratorium is hereby declared and Ordered on the purchasing of Capital Items in accordance with and subject to the following conditions:

1. Excepted from this Order are:
  - a. Those budgeted Capital Items that are currently in processor have been contracted for by execution of the Commission and have not been fully completed.
  - b. Those budgeted Capital Items where the purchase of those items is deemed CRITICAL. As used herein, "CRITICAL" shall mean:
    - i. If the Capital Item is not purchased, a crisis will result that will cause a substantial economic loss or cost to the County that substantially exceeds the cost of the Capital Item.
    - ii. The Capital Item is one that protects the safety or welfare of Personnel or Citizens of the County.
    - iii. The Capital Item will provide substantial economic benefit to the County in a very short period of time.
  - c. The following procedure shall be required to establish the exception:
    - i. The Department Head or Elected Official with the approval of the Appointing Authority shall submit to the Critical Capital Needs Committee of the Finance Department a written statement regarding the Capital Item (on a form developed by the Committee) with:
      1. A complete description of the Capital Item
      2. The complete cost of the Capital Item including setup or installation costs
      3. An explanation of the crisis that will result if the Capital Item is not purchased and the estimated cost to the County of the crisis
      4. An explanation and detail of any cost savings that can be realized by the purchase of the Capital Item
      5. The expected time line of implementation of the Capital Item
      6. A detailed Cost Benefit justification based on the costs identified above and other factors
      7. Any possible alternatives to the Capital Item to solve the crisis
    - ii. The Critical Capital Needs Committee shall verify the matters set out in the statement and provide comments to the County Commission.
    - iii. The County Commission shall approve or disapprove the requested exception.
2. This order shall continue in effect until repealed.

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-14-2010-1176

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Amendment to Administrative Order of the Jefferson County Commission 07-5, be and hereby is approved.

AMENDMENT TO  
ADMINISTRATIVE ORDER  
OF THE  
JEFFERSON COUNTY COMMISSION  
07-5

PURSUANT to the authority vested in the Jefferson County Commission by law, Administrative Order 07-5 is hereby amended as follows:

PURPOSE

To establish policies and procedures with respect to the creation, review, approval and payment of legal obligations via wire transfers for debt services and certain enumerated critical payments to vendors doing business with Jefferson County and the procedure for payment of Unusual Demands.

1. POLICY

In the normal course of operations County Departments must follow the Administrative Order for purchasing policy. In an emergency or out of the ordinary situation, there are times when it is expedient to acquire a service or goods other than through a requisition or contract

in order to facilitate the operation of a department and to insure continuity and prompt payment of County legal obligations and certain enumerated critical operations payments made by the Finance Department on behalf of the County.

Unusual Demands should be limited in number and should not be used in ordinary circumstances. Funds must be available to the Department for the use of an Unusual Demand. Goods and services should be requisitioned through the Purchasing Department or should be covered by a contract purchase order when feasible.

## II. PROCEDURE

Based on legal obligations and the need to insure prompt, expeditious payment the Chief Financial Officer is hereby authorized to direct wire payments to satisfy debt to the following:

1. Birmingham Water Works transfers into Sewer Revenue Primary Liquidity Account.
2. Transfers into the General Fund Liquidity Account for sewer related reimbursements.
3. Resident Fund.
4. Transfers to cover County credit card charges (FIA card services).
5. Debt service payments.
6. Blue Cross/Blue Shield - employee and retiree claims.
7. Transfers to various banks and accounts to cover bi-weekly and semi-monthly payroll.
8. School warrant (Commission and interest payments).
9. Transfers to Treasury Operating Account.
10. Transfers into the General Fund Liquidity Account for various grants and reimbursements.

The Chief Financial Officer or his designee shall submit a weekly record of Unusual Demand payments handled in the above mentioned manner to the Commission for information and record keeping purposes.

Unusual Demands not covered under the aforementioned wire procedure will be handled in the following manner:

### RESPONSIBLE PARTY

### ACTION

Department Head or  
Designated Person

Determines there is a need for a certain item that does not require a requisition or contract. Contacts supplier for delivery of goods and services. Department receives goods or services and instructs vendor to forward invoice to Accounts Payable.

Accounts Payable  
Department

Receives invoice, forwards invoice copy to receiving department. Examines invoice copy, approves for payment and assigns account number. Fills out Unusual Demand voucher pursuant to SAP guidelines, attaches voucher on top of invoice, forwards to Accounts Payable.

Accounts Payable

Examines voucher for completeness and enters into finance system. Prepares Unusual Demand list giving vendor name, description, department and amount. Distributes list to Commissioners, Chief Financial Officer and Minute Clerk on the afternoon before the Finance Committee Meeting.

Jefferson County Commission  
Minute Clerk

Commission acts on Unusual Demands; approved or disallowed. Enters approved Unusual Demands on minutes for the week. Returns approved list to Accounts Payable

Accounts Payable

Issues check for approved Unusual Demands Friday following approval in the Commission Meeting. Return disallowed vouchers to Department.

## III. EFFECTIVE DATE

This Amended Administrative Order shall be effective December 14, 2010.

DONE and ORDERED at the Jefferson County Courthouse, this 14<sup>th</sup> day of December, 2010.

W. D. CARRINGTON, President 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.

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Dec-14-2010-1177

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 AT&T to adopt a new price reduction to Managed Internet Services schedule in the amount of \$4,035.60 (cost savings of \$352 per month).

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter call "the County") and AT&T (hereinafter called "the Contractor") to provide Internet Services to the County. The effective date of this agreement shall be November 9, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract, and

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 June 29, 2010, in M.B. 160, Pg. 152, is hereby amended as follows:

Adoption of a new Internet price reduction reflected in the attached Managed Internet Services schedule which shall supersede and replace the old, current price schedule. The current contract amount reflected a total price of \$4,388 per month for 50MB. The new total monthly rate for this service, as reflected in this amendment, is \$4,035.60 per month for 36 months.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President, Jefferson County Commission

AT&T

Renee Narcisse, Lead - Customer Contracts

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

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Dec-14-2010-1178

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Decision Support, LLC to provide annual maintenance and support for mainframe report writing (EZSPEC Dargal) and for mainframe development server, Windows and Unix servers for FY10-11 in the amount of \$31,454.85.

CONTRACT NO: CON-00001687

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this October 12<sup>th</sup> by and between Jefferson County Alabama, hereinafter called "the County", and DECISION SUPPORT LLC called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for professional services for the Jefferson County Commissions, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said professional services to the Information Technology Department;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for RFP No. 231-10. The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from DECISION SUPPORT LLC constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods and Services are as follows, but not limited to:

LICENSES DESCRIPTION	Monthly Price	Annual Price
USRA InfoSuite for A Series on NX6830-PL5, s/n, 6674	\$1,776.23	\$21,318.41
URSA InfoSuite for A Series on CS300-004, s/n 9132	\$ 402.89	\$ 4,834.64
DQbroker and DQvista on Windows Server 2003-2008 or UNIX SUN Solaris 10\IBM AIX	\$ 441.82	\$ 5,301.80

GRAND TOTAL MAINTENANCE            \$2,621.24                                    \$31,454.85

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render goods and services to Jefferson County Commission various departments and PACA members on an as-needed basis any time after the effective date of this Contract. The Contract term expires on September 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

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

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

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

7. COMPENSATION: The contractor shall be compensated for the annual software maintenance and support a sum of \$31,454.85; payment terms are Net 30.                    (Items are mis-numbered on the rest of the contract)

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

8. 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.

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

10. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

12. 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.

13. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

14. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and

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

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

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

19. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

DECISION SUPPORT LLC

Anthony J. Felice

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-14-2010-1179

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Strategic Allied Technology to provide annual maintenance and support internet protocol software (Infoblox) for FY10-11 in the amount of \$9,470.

CONTRACT NO CON-00001802

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 22<sup>nd</sup> October 2010, by and between Jefferson County Alabama d/b/a Information Technology Department thereafter called "the County", and STRATEGIC ALLIED TECHNOLOGY called "the Contractor". The effective date of this agreement shall be October 1, 2010.

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

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

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

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

2. SCOPE OF SERVICES: This contract results from Information Technology Department's request for Annual Maintenance for Infoblox. This contract documents constitute the entire agreement between the parties. The scope of services and support are as follows, but

not limited to:

SERIAL NO.	DESCRIPTION	PRICE
IB-550-DNS-K-01 1006200611000080	1 YEAR PREMIUM MAINT ENANCE FOR IB 550 W/DN SONE, KEYSTONE	\$1,145.00
IB-550-DNS-K-01 1006200709000130	1 YEAR PREMIUM MAINT FOR IB 550 W/DNSONE, KEYSTONE	\$1,145.00
IB-550-DNS-K-01 1006200803000196	1 YEAR PREMIUM MAINTENANCE FOR IB 550 W/DNSONE, KEYSTONE	\$1,145.00
IB-550-DNS-K-01 1006200807000033	1 YEAR PREMIUM MAINTENANCE FOR IB 550 W/DNSONE, KEYSTONE	\$1,145.00
IB-1050-DNS-K-01 1007200608000188	LICENSE, DHCP	N/A
IB-1050-DNS-K-01 1007200709000008	1 YEAR PREMIUM MAINTENANCE FOR IB1050 WITH DNSONE AND KEYSTONE	\$2,445.00
IB-1050-DNS-K-01 1007200709000012	1 YEAR PREMIUM MAINTENACE FOR IB 1050 WITH DNSONE AND KEYSTONE	\$2,445.00
	GRAND TOTAL	\$9,470.00

Premium Maintenance is an annual service that offers:

- Advance exchange replacement of defective hardware. New unit at the first sign of trouble to help avoid costly downtime.
- Telephone-based support 24 hours/day, 365 days/year accessed through a dedicated support line.
- Access to web-based support through the online support center or email 24 hours/day, 365 days/year.
- Enhanced escalation for high-priority problems. All software and firmware updates and upgrades for one full year.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render services and support to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on September 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

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

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

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

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

8. 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.

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

10. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

12. 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.

13. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

16. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

18. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

WITNESSES:

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

STRATEGIC ALLIED TECHNOLOGY

Robin Schlosser

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-14-2010-1180

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Symco Group, Inc. to provide maintenance and support of for Unisys hardware and software for the period November 1, 2010 - November 30, 2010 in the amount of \$14,411.80.

CONTRACT NO: CON-00001725

Contract Amendment No. 2

This Amendment to Contract entered into the 1<sup>st</sup> day of August, 2010, between Jefferson County, Alabama, hereinafter referred to as "the County, and Symco Group, Inc., hereinafter referred to as the "Contractor" to provide Maintenance and Support Services for Unisys Hardware and Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract results from Jefferson County's Request for Bid No. 71-09. The Contract between the parties referenced above, which was approved by the Commission on August 24, 2010 and recorded in Minute Book 160, Page 346 is hereby amended as follows:

Item 1. Amend Term of Contract: The term of this contract shall be from November 1, 2010 to November 30, 2010, with the County's option to renew for two (2) additional one-year periods.

All other terms and conditions of the original contract and amendment number one (1) remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

CONTRACTOR

Chip Corley

Symco Group Inc Representative

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

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Dec-14-2010-1181

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Dell Marketing, LLC to provide software license and annual maintenance of the Symantec NetBackup for the period December 2, 2010 - November 30, 2011 in the amount of 76,713.75.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 8<sup>th</sup> November 2010, by and between Jefferson County Alabama, hereinafter called "the County", and DELL MARKETING LP called "the Contractor". The effective date of this agreement shall be December 1, 2010.

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

WHEREAS, the Contractor desires to furnish said professional services to the Information Technology Department;;

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

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

2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for RFP No. 236-1OR. The requirements of the RFP in its entirety are adopted herein by reference. The response from DELL MARKETING LLC to the RFP No. 236-1OR requirements are the components of this CONTRACT and describe the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from DELL MARKETING LLC is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of services are as follows, but not limited to:

DESCRIPTION OF CAPACITY LICENSES	QTY	ANNUAL PRICE
1. SYMC NETBACKUP PLATFORM BASE 7.0 XPLAT 1 FRONT END TBYTE STD LIC GOV BAND S SYMANTEC 20940936	15TB	\$ 43,575.45

2. SYMC NETBACKUP PLATFORM BASE 7.0 XPLAT 1  
FRONT END TBYTE INITIAL ESSENTIAL  
12 MONTHS GOV BAND S

SYMANTEC 20940941

15TB

\$ 33,138.30

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on November 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms. Pricing is only valid for the length of time as noted on the quote.

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

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

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

7. COMPENSATION: The Contractor shall be compensated for services rendered at a cost shown on Item 2: Scope of Goods and Services. Payment terms are Net 30 days after receipt of invoice.

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

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

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

11. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

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

14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

15. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that

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

16. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

WITNESSES:	JEFFERSON COUNTY, ALABAMA
	W. D. Carrington, President
	Jefferson County Commission
WITNESSES:	DELL MARKETINGS LP
JEFFERSON COUNTY	Lesley Braum

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-14-2010-1182

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and LATG, Inc. to provide hardware maintenance and software support for thirty-one (31) SUN UNIX servers for the period December 1, 2010 - September 30, 2011 in the amount of \$176,961.04.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 8<sup>th</sup> November 2010, by and between Jefferson County Alabama, hereinafter called "the County", and LATG INC called "the Contractor". The effective date of this agreement shall be December 1, 2010.

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

WHEREAS, the Contractor desires to furnish said professional services to the Information Technology Department;;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for Bid No. 221-09. The requirements of the RFP in its entirety are adopted herein by reference. The response from LATG INC to the RFP No. 221-09 requirements are the components of this



CONTRACT and describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire bid response and quote referenced no. VXQN46369 from LATG INC constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on September 30, 2011, with the option to renew for a period of up to one (1) additional one (1) year terms.

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

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

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

7. COMPENSATION: The Contractor shall be compensated for annual software maintenance and support services a sum of \$176,961.04; Payment terms are Net 30 days after receipt of invoice.

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

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

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

11. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

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

14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

15. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value

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

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

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

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

WITNESSES: LATG INC

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

Dec-14-2010-1183

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Computer Products & Supplies International, Inc. to provide annual maintenance for CA Server anti-virus software for the period December 31, 2010 - December 30, 2011 in the amount of \$2,091.

CON-00001835

#### SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT entered into this 21<sup>st</sup> October 2010, by and between Jefferson County Alabama, hereinafter called "the County", and COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL called "the Contractor". The effective date of this agreement shall be December 31, 2010.

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

WHEREAS, the Contractor desires to furnish said software to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to purchase the software support hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for CA AntiVirus License. The contract describes the scope of services called for and constitute the entire agreement between the parties. The Scope of Services is as follows:

PRODUCT DESCRIPTION	OPERATING SYSTEM	AUTHORIZED USE MODEL	AUTHORIZED QUANTITY	HARDWARE MODEL	LICENSE PRICE
CA ANTIVIRUS PART NO. CAAV 1203CUEG4	MULTI- PLATFORM	INSTANCE LICENSE	150	TIER-0	PERPET UAL \$ 2 , 09 1 . 00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on December 30, 2011, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the annual software and support a sum of \$ 2,091.00; payment terms are Net 30.

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

6. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

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

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

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

11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

12. 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.

13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid

(without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

14. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

15. 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.

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

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL

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-14-2010-1184

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contact Between Mike Hale, Sheriff of Jefferson County, Alabama, and Riley & Jackson, P.C., for the representation of the Sheriff in legal matters is hereby acknowledged.

BE IT FURTHER RESOLVED, which the Purchasing Department is authorized to Issue a Purchase order in the amount of \$840,000.00 to Riley & Jackson, P.C., for Payment of invoices associated with legal fees. No Additional Funds Required.

#### AMENDMENT TO CONTRACT

This is an amendment to the contract for legal representation previously entered into between Sheriff Mike Hale and the Jefferson County Sheriff's Office (the "Client") and Riley & Jackson, P.C. (the "Attorney") and dated December 8, 200~the "Contract", attached hereto). The effective date of this amendment shall be September", 2010.

WITNESSETH:

WHEREAS, the Client desires to amend the Contract;

WHEREAS, the Attorney desires to amend the Contract;

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

The Contract is hereby amended as follows:

3. This contract shall take effect beginning October 1, 2010 and shall continue through September 30, 2011. This contract shall automatically renew on a month to-month basis under the terms set forth herein on October 1, 2011 unless the contract is terminated by either party upon 30 days written notice to the other party. Upon the termination of this contract by 30 days written notice to the other party, Attorney shall have no further obligation with respect to any matters pending at that time unless the parties execute a subsequent agreement for said representation.

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

Agreed upon and signed this 27<sup>th</sup> day of September, 2010, at Birmingham, Alabama.

RILEY & JACKSON, P.C.

Rob Riley, President

Witness:

ACKNOWLEDGED BY:

W. D. Carrington, President

Jefferson County Commission

Sheriff Mike Hale, individually and as the representative of  
the Jefferson County Sheriff's Office

Witness:

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-14-2010-1185

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mr. Boyce Dyer in the amount of \$129.45 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Mr. Boyce Dyer in the amount of \$129.45 and forward it to the County Attorney for disbursement.

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

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Dec-14-2010-1186

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Alabama Power Company in the amount of \$855.25 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Alabama Power Company in the amount of \$855.25 and forward it to the County Attorney for disbursement.

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

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Dec-14-2010-1187

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Safeco Insurance Company, on behalf of their subrogee, Charles and Brenda Crawford in the amount of \$2,250.35 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Safeco Insurance Company obo Charles and Brenda Crawford in the amount of \$2,250.35 and forward it to the County Attorney for disbursement.

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

Stephens, Knight, Bowman, Brown and Carrington.

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Dec-14-2010-1188

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mr. Carlton Ray Sewell in the amount of \$3,447.89 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Mr. Carlton Ray Sewell in the amount of \$3,447.89 and forward it to the County Attorney for disbursement.

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

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Dec-14-2010-1189

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mr. Gustavo Castillo-Juarez in the amount of \$3,823.17 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Mr. Gustavo Castillo-Juarez in the amount of \$3,823.17 and forward it to the County Attorney for disbursement.

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

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Dec-14-2010-1190

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Sentinel Insurance Company, on behalf of their subrogee, Bruce and Betty Brinyark in the amount of \$4,864.40 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Sentinel Insurance Company obo Bruce and Betty Brinyark in the amount of \$4,864.40 and forward it to the County Attorney for disbursement.

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

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Dec-14-2010-1191

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mr. Ricardo Mendez in the amount of \$5,600.00 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Mr. Ricardo Mendez in the amount of \$5,600.00 and forward it to the County Attorney for disbursement.

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

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Dec-14-2010-1192

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the

lawsuit styled Jefferson County, Alabama v. Robert T. Reese, Sr., as Executor of the Estate of Lois Reese, Case No. CV 01-285, in the amount of Twenty One Thousand Nine Hundred Fifty Six (\$21,956.00) Dollars. The Chief Financial Officer is hereby directed to issue a check made payable to "Buddy Armstrong, Attorney and Robert T. Reese, Sr., as Executor of the Estate of Lois Reese" in the amount of \$21,956.00 and forward it to the County Attorney for disbursement.

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

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Dec-14-2010-1193

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Evan Hill be denied.

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

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Dec-14-2010-1194

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Oil Equipment Company in the amount of \$2,098.21 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Oil Equipment Company in the amount of \$2,098.21 and forward it to the County Attorney for disbursement.

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

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Dec-14-2010-1195

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appeal of the Final Order of the trial court in *Weissman v. Jefferson County*, Civil Action No. 2009-904022 is hereby authorized and ratified.

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

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Dec-14-2010-1196

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Carolyn Williams in the amount of Fourteen Thousand Nine Hundred Seventy and 31/100 (\$14,907.31) Dollars.

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

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REQUEST FOR CERTIFICATION

Community Development

Administrative Assistant I - 2 positions - temporary

Administrative Assistant II

Board of Registrars

Chairman Bd Registrars - regular and provisional

Motion was made by Commissioner Brown seconded by Commissioner Knight that the above Request for Certification be approved.

Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

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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-14-2010-1197

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-2010-018 Jimmy Caddis, Bonnie Gooden, Wanda Graham, and Howard Properties, LLC, owners; Kevin Howard, agent. Change of zoning on parcel ID# 38-31-4-0-19 in Section 31 Twp 19 Range 4 West from A-1 (Agriculture) to C-P (Preferred Commercial) for compliance for an existing insurance office. (Case Only: 2154 Eastern Valley Road; Bessemer, AL 35022) (BESSEMER)(0.72 Acres M/L)

RESTRICTIVE COVENANT: The property owner may continue to utilize the existing driveway in conjunction with the existing insurance office and current state of development on the property, However, should the nature of the business or use of the property change, or any expansion or additional development of the property be undertaken, a commercial class driveway, designed and constructed in accordance with the specifications of the Department of Roads & Transportation, shall be installed.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2010-018 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2010-025 Jefferson County Commission, owners; Keith Brooke, agent. Change of zoning on parcel ID# 13-28-3-1-2 in Section 28 Twp 16 Range 2 West from I-4 (Industrial Park) to INSTITUTIONAL-2 for housing for special needs and elderly. (Case Only: 3900 Industrial Parkway; Birmingham, AL 35217) (KETONA) (20 Acres M/L)

Rezoning contingent upon submission and approval of a preliminary drainage analysis, and to be further subject to covenant requiring a commercial class driveway, designed and constructed in accordance with the specifications of the Department of Roads & Transportation.



RESTRICTIVE COVENANT: a commercial class driveway, designed and constructed in accordance with the specifications of the Department of Roads & Transportation, shall be installed.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2010-025 be subject to satisfaction of contingency and filing of covenant. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2010-028 Maxine Vines, owner; Mitchell Vines, agent. Change of zoning on parcel ID# 12-30-2-12-14 in Section 30 Twp 16 Range 1 West from I-3 (Industrial) to A-1 (Agriculture) for compliance for an existing residence and to add a mobile home on the property for family use. (Case only: 1555 Old Short Creek Road, Mulga, AL 35118) (SHORT CREEK) (1.6 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that Z-2010-028 be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Z-2010-026 Blue Fin II, L.L.C., owners; Joseph A. Miller III, agent. Change of zoning on parcel ID# 12-30-2-12-14 in Section 30 Twp 16 Range 1 West from C-1 (Commercial) to I-1 (Light Industrial) for car sales and repair. (Case Only: 1255 Center Point Parkway; Birmingham, AL 35235) (CENTER POINT) (0.5 acres M/L)

RESTRICTIVE COVENANTS: 1. the existing buffer along the rear (east) property boundary shall be maintained in its natural, undisturbed state; 2. a privacy fence, designed so as to shield all vehicles to be repaired from view from the public right-of-way, shall be installed and maintained along the existing front building line from the northern edge of the building to the north property line; 3. a screen sufficient to shield all vehicles to be repaired from view from the adjoining property to the north shall be installed and maintained along the north side property line from the aforementioned privacy fence to the rear property line; 4. all vehicles to be repaired shall be kept behind the aforementioned privacy fence, and at no time shall there be more than twelve (12) vehicles in the (outside) repair storage area; 5. all repair work shall be conducted inside the building, with no repair operation of any kind to take place in any outside parking/storage area; 6. the parking area in front of the building is to be reserved strictly for the parking of vehicles for sale, and for vehicles of employees and customers, the total number of such vehicles to be limited according to the off-street parking standards and requirements set forth in Jefferson County's zoning and construction regulations; and, 7.the buffer, privacy fence and other screening required hereinabove must be in place prior to the opening of the operation for business, provided further that the zoning of this property shall revert back to its original zoning, C-1 (Commercial), if said buffer, fence and screening is not in place within two (2) years (December 14, 2011).

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2010-026 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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Thereupon the Commission Meeting was adjourned to meet Tuesday, December 28, 2010, at 9:00 a.m. in Commission Chambers.

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President

ATTEST:

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Minute Clerk