

STATE OF ALABAMA)

JEFFERSON COUNTY) January 11, 2011

The Commission convened in regular session at the Birmingham Courthouse at 1:00 p.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 Stephens that the Minutes of December 28, 2010, be approved. Voting "Aye" Bowman, Stephens, Brown, Carrington and Knight.

Carrington: announced that the January 25, 2011 meeting will be held at the Bessemer Courthouse.

Receiving of bids on General Services' portion of the Energy Efficiency & Conservation Block Grant project was carried over to January 25, 2011, at 9:00 a.m. at the Bessemer Justice Center

STAFF DEVELOPMENT

Multiple Staff Development

Finance - 4 participants

Danyell Hundley	Tuscaloosa, Alabama	\$150.00
Glenda Husband	Certified Governmental Accounting Technician Program	\$150.00
Diane A. Woods	January 13, 2011	\$208.73
Karen Berry		\$206.48

Family Court - 9 participants

Dan Sudd	Birmingham, Alabama	\$50.00
Devella Malone	Summit VI - Helping Others Help Themselves	\$50.00
Monique Campbell	January 28, 2011	\$50.00
Raquel Lynch		\$50.00
Beverly Alldredge		\$50.00
Shaniqua Hunter		\$50.00
Susan Moon		\$50.00
Marsha Wright-Cartee		\$50.00
Cherie Foster		\$50.00

Individual Staff Development
For Information Only

Jerry Roethig	Personnel Board	Birmingham, Alabama Learn SEO Secrets Seminar January 26, 2011	\$129.00
Josh Gilliam	Personnel Board	Orlando, Florida Society for Applied Learning Technology February 22-25, 2011	\$790.90

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

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

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

PURCHASING DEPARTMENT)

FOR WEEK OF 12/16/10 - 12/21/10

1. JEFFERSON COUNTY SHERIFF'S DEPARTMENT BIRMINGHAM ENFORCEMENT FROM ALLCOM WIRELESS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE MOTOROLA IMPRESS BATTERIES (80 EACH).
SAP PURCHASE ORDER # 2000051084 \$6,240.00 TOTAL STATE OF ALABAMA CONTRACT # T-300
2. ROADS AND TRANSPORTATION FROM TEMPLE INCORPORATED, DECATUR, AL, TO PURCHASE THREE (3) SECTION POLY SIGNALS WITH LEDS TO CONTROL TRAFFIC AT SHADES CREST AND WEST OXMOOR ROADS.
SAP PURCHASE ORDER # 2000051133 \$10,850.00 TOTAL
3. JEFFERSON REHABILITATION AND HEALTH CENTER FROM GAYMAR INDUSTRIES, BUFFALO, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MATTRESS RENTAL AND SPECIAL EQUIPMENT.
SAP PURCHASE ORDER # 2000038919 \$15,000.00 TOTAL REFERENCE BID # 25-10
4. ROADS AND TRANSPORTATION FROM ADEM/PERMITS AND SERVICES DIVISION, MONTGOMERY, AL, FOR ADEM PERMITS FOR FISCAL YEAR 2011 BUDGET YEAR FOR THE PERIOD OF 10/01/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000051191 \$5,000.00 TOTAL
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ENVIRONMENTAL HEALTH AND SECURITY PUBLISHING LL, DURHAM, NH, TO PURCHASE KIDS WHEELS ON HAZARDOUS HOUSEHOLD PRODUCTS FOR SAFETY PURPOSES.
SAP PURCHASE ORDER # 2000051169 \$5,073.11 TOTAL
6. LAND DEVELOPMENT FROM GUARDIAN SYSTEMS, LEEDS, AL, FOR OPEN PURCHASE ORDER FOR LABORATORY TESTING FOR WATER QUALITY ANALYSIS FOR THE PERIOD OF 10/0 1/10 THRU 9/30/11.
SAP PURCHASE ORDER # 2000051311 EST. \$20,000.00 TOTAL REFERENCE BID # 33-09
7. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GS FROM STANLEY ACCESS TECHNOLOGY, PITTSBURGH, PA, FOR AUTOMATIC DOOR REPAIR, REPLACEMENT, AND/OR PLANNED MAINTENANCE IN ACCORDANCE WITH THE TERMS AND PROVISION OF CONTRACT/SALES AGREEMENT FOR THE PERIOD OF 10/01/10 THRU 9/30/11.
SAP PURCHASE ORDER # 2000051249 EST. \$8,505.00 TOTAL

REPORTED FOR:

1. JEFFERSON COUNTY SHERIFF'S DEPARTMENT BIRMINGHAM ENFORCEMENT FROM ALABAMA CRIMINAL JUSTICE INFORMATION CENTER, MONTGOMERY, AL, FOR QUARTERLY RELAY, WORKSTATIONS AND ACCESS SERVICES FOR THE PERIOD OF 10/01/10 TO 12/21/10. SAP PURCHASE ORDER # 2000051086 \$18,735.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FROM FLEETWOOD FINANCING, SUMMIT, NJ, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICING FOR RADIOGRAPHIC LEASING. SAP PURCHASE ORDER # 2000038300 \$37,000.00 TOTAL
COMMISSION APPROVED 6/13/06. HOSPITAL GENERATED CONTRACT.

Week of 12/22/10 - 12/29/10

1. GENERAL SERVICES - BIRMINGHAM JAIL FROM AMERICAN PIPE AND SUPPLY, BIRMINGHAM, AL FOR COMBO TOILET REPLACEMENTS FOR JAIL CELLS. SAP PURCHASE ORDER #2000051370 \$5,808.00 TOTAL
Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Purchasing Minutes be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
1/11/2011

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR TAX COLLECTORS OFFICE USE	GEN SVCS: ADMINISTRATION	220.00	1900047378
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR MAIL OUTS FOR SEWER BLG/TAX COLLECT	GEN SVCS: ADMINISTRATION	133.64	1900047552
*DISTRICT 1					353.64	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PART 2 GUN MIG MAGNUM 100L TOOL	R&T: HIGHWAY MAINT-KETONA	40.50	1900047419
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HIGH PRESSURE LIGHT BULBS & HAND TRUCKS	R&T: BRIDGE MAINT/CONSTR	83.08	1900047386
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMB FOR 2011 PLANNERS(GRANT)	SENIOR CITIZEN SERVICES	39.80	1900047247
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PART 1 GUN MIG MAGNUM 100L	R&T: HIGHWAY MAINT-KETONA	94.50	1900047387
DISTRICT 2	1020602	MUIR REPORTING GROUP LLC	PAY MUIR REPORTING GRP JEFFCO VS B. IRWIN PAT.CH	R&T: ADMINISTRATION	1,325.25	1900047785
*DISTRICT 2					1,583.13	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PRINTER FELON REGISTRY/PAPER TO WRAP EVIDENCE	SHERIFF ENFORCE-BIRMINGHAM	116.30	1900047450
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CAD - WEB DOMAIN RENEWAL	EMERGENCY MAN AGENCY	1 29.99	1900047408
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SIREN PARTS AND REPAIRS	EMERGENCY MAN AGENCY	54.59	1900047409
DISTRICT 3	1000313	JEFF CO SHERIFFS DEPT	10 LE EXERCISE MA / 09 DEX GRANT REIMBURSEMENT	EMERGENCY MAN AGENCY	754.93	1900047733
DISTRICT 3	1001325	LISA MCGOUGH	REIMB. MILEAGE -L. MCGOUGH 10/21-11/29/10	REVENUE	56.70	1900047383
DISTRICT 3	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 75.78	REVENUE	75.78	1900047363
DISTRICT 3	1001854	WESLEY SCOTT MOORE	RETURN TRAVEL AUDIT-W. MOORE- NY 11/13-21	REVENUE	205.93	1900047533
DISTRICT 3	1001855	WILEY E SToudenMIRE	REIMB. MILEAGE -W. SToudenMIRE 10/22-10/25	REVENUE	11.34	1900047385
DISTRICT 3	1002207	LEXISNEXIS MAT BENDER	SUBSCRIPTION MICHIES AL 2010 CITATOR	BD OF EQUAL - BHAM STATE	99.46	1900047722

DISTRICT 3	1003506	TANJAWANIA HURST	REIMB. MILEAGE -T. HURST 11/01-11/24/10	REVENUE	73.71	1900047390
DISTRICT 3	1018512	DONALD RICHARD WILLIAMS	REIMB. MILEAGE -DON WILLIAMS 1/12-19/10	REVENUE	19.04	1900047389
DISTRICT 3	1019709	GARDENDALE POLICE DEPART	10 LE EXERCISE MA / 09 DEX GRANT REIMBURSEMENT	EMERGENCY MAN AGENCY	253.35	1900047734
DISTRICT 3	1023945	SCOTT SMITH	REIMB. MILEAGE -SCOTT SMITH 11/10/10	REVENUE	19.44	1900047384
*DISTRICT 3					1,870.56	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	RESIDENT SWEATSHIRTS;SOCKS;DETERGENT;FOOD	YOUTH DETENTION: SUPPORT SVCS	142.13	1900047551
DISTRICT 4	1000193	JEFFERSON CO TREASURER	RESIDENT;CLOTHING;SWEARSHIRT;CANDY;XMAS	YOUTH DETENTION: SUPPORT SVCS	149.33	1900047665
DISTRICT 4	1002425	DUNCAN & THOMPSON	PERMIT ISSUED IN ERROR-#100676M	LAND DEV	189.00	1900047369
*DISTRICT 4					480.46	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMB CSCMEMBER-JONESLINDA	PER BD: ADMINISTRATION	10.00	1900047245
DISTRICT 5	1003899	MARCIA HARRIS	ASSESSORREIM_HARRIS_09110FIRELIEUASSMT	PER BD: TESTING	235.75	1900047558
DISTRICT 5	1004278	JEFFREY L PERKINS	ASSESSORREIM_PERKINS_09110FIRELIEUASSMT	PER BD: TESTING	230.30	1900047561
DISTRICT 5	1005569	NORRIS PATTERSON	ASSESSORREIM_PATTERSON_09110FIRELIEUASSMT	PER BD: TESTING	222.20	1900047560
DISTRICT 5	1018896	THETUS KNOX	ASSESSORREIM_KNOX_09110POLICECHIEFDEV	PER BD: TESTING	168.26	1900047565
DISTRICT 5	1018898	JOHN CONLEY	ASSESSORREIM_CONLEY_09110POLICECHIEFDEV	PER BD: TESTING	151.82	1900047566
DISTRICT 5	1019413	MIKE CROOKE	ASSESSORREIM_CROOKE_09110POLICECHIEFDEV	PER BD: TESTING	414.50	1900047567
DISTRICT 5	1020047	GINA YAEGER	ASSESSORREIM_YAEGER_09110FIRELIEUASSMT	PER BD: TESTING	196.40	1900047564
DISTRICT 5	1020670	BESSIE HUDSON	ASSESSORREIM_HUDSON_09110FIRELIEUASSMT	PER BD: TESTING	236.68	1900047559
DISTRICT 5	1022929	JEFF GREEN	ASSESSORREIM_GREEN_09110FIRELIEUASSMT	PER BD: TESTING	328.48	1900047556
DISTRICT 5	1024637	RANDY SZUKALA	ASSESSORREIM_SZUKALA_09110POLICECHIEFDEV	PER BD: TESTING	103.15	1900047568
DISTRICT 5	1024754	DEMOND SIMMONS	ASSESSORREIM_SIMMONS_09110FIRELIEUASSMT	PER BD: TESTING	340.04	1900047563
DISTRICT 5	1025250	CEDRIC PRYOR	ASSESSORREIM_PRYOR_09110FIRELIEUASSMT	PER BD: TESTING	300.77	1900047562
DISTRICT 5	1025887	WENDELL GUINN	ASSESSORREIM_GUINN_09110FIRELIEUASSMT	PER BD: TESTING	301.58	1900047557
DISTRICT 5	1026951	TATIANA ALBA	ASSESSORREIM_ALBA_09110FIRECAPTASSMT	PER BD: TESTING	125.00	1900047595
DISTRICT 5	1026955	ALEXANDRA BETHEL	ASSESSORREIM_BETHEL_1010GRADASSESSMENT	PER BD: TESTING	125.00	1900047606
DISTRICT 5	1026956	CRYSTAL BURNETTE	ASSESSORREIM_BURNETTE_1010GRADASSESSMENT	PER BD: TESTING	345.32	1900047610
DISTRICT 5	1026958	JAMES DALLUGE	ASSESSORREIM_DALLUGE_1010GRADASSESSMENT	PER BD: TESTING	246.50	1900047615
DISTRICT 5	1026960	JESSICA DOLLIOLE	ASSESSORREIM_DOLLIOLE_1010GRADASSESSMENT	PER BD: TESTING	175.00	1900047616
DISTRICT 5	1026962	SASKIA FRIEDRICH	ASSESSORREIM_FRIEDRICH_1010GRADASSESSMENT	PER BD: TESTING	203.15	1900047617
DISTRICT 5	1026963	SKYE GILLISPIE	ASSESSORREIM_GILLISPIE_09110FIRECAPTASSMT	PER BD: TESTING	125.00	1900047592
DISTRICT 5	1026965	EUDINE HERBERT	ASSESSORREIM_HERBERT_1010GRADASSESSMENT	PER BD: TESTING	201.14	1900047619
DISTRICT 5	1026968	TAYLOR LIGHTFOOT	ASSESSORREIM_LIGHTFOOT_1010GRADASSESSMENT	PER BD: TESTING	337.22	1900047621
DISTRICT 5	1026969	RACHEL MARSH	ASSESSORREIM_MARSH_1010GRADASSESSMENT	PER BD: TESTING	181.70	1900047624
DISTRICT 5	1026970	AMY MCDEAVITT	ASSESSORREIM_MCDEAVITT_1010GRADASSESSMENT	PER BD: TESTING	175.00	1900047627
DISTRICT 5	1026971	DANIEL NICELY	ASSESSORREIM_NICELY_1010GRADASSESSMENT	PER BD: TESTING	125.00	1900047632
DISTRICT 5	1026972	TUNJI OKI	ASSESSORREIM_OKI_1010GRADASSESSMENT	PER BD: TESTING	125.00	1900047634
DISTRICT 5	1026973	RENEE OWENS	ASSESSORREIM_OWENS_1010GRADASSESSMENT	PER BD: TESTING	125.00	1900047635
DISTRICT 5	1026974	KRISTEN PALAZZO	ASSESSORREIM_PALAZZO_1010GRADASSESSMENT	PER BD: TESTING	337.22	1900047636
DISTRICT 5	1026991	CALVIN HART	ASSESSORREIM_HART_09110FIRECAPTASSMT	PER BD: TESTING	125.00	1900047594
DISTRICT 5	1026992	MICHAEL ALLORA	ASSESSORREIM_ALLORA_09110FIRECAPTASSMT	PER BD: TESTING	208.64	1900047573
DISTRICT 5	1026994	ARTHUR BOREL	ASSESSORREIM_BOREL_09110FIRECAPTASSMT	PER BD: TESTING	183.91	1900047574
DISTRICT 5	1026995	ANGELO CALVILLO	ASSESSORREIM_CALVILLO_09110FIRECAPTASSMT	PER BD: TESTING	243.91	1900047575
DISTRICT 5	1026996	RICHARD FIELDS	ASSESSORREIM_FIELDS_09110FIRECAPTASSMT	PER BD: TESTING	125.00	1900047570
DISTRICT 5	1026997	AGRIPINO FIGUEROA	ASSESSORREIM_FIGUEROA_09110FIRECAPTASSMT	PER BD: TESTING	175.00	1900047577
DISTRICT 5	1026998	ALTON GREEN	ASSESSORREIM_GREEN_09110FIRECAPTASSMT	PER BD: TESTING	204.38	1900047572
DISTRICT 5	1026999	STEPHEN HEAVEY	ASSESSORREIM_HEAVEY_09110FIRECAPTASSMT	PER BD: TESTING	175.00	1900047578
DISTRICT 5	1027000	LONNIE HUGHES	ASSESSORREIM_HUGHES_09110FIRECAPTASSMT	PER BD: TESTING	125.00	1900047571
DISTRICT 5	1027001	CARLETON JINKS	ASSESSORREIM_JINKS_09110FIRECAPTASSMT	PER BD: TESTING	244.88	1900047579
DISTRICT 5	1027003	VINCENT LEWIS	ASSESSORREIM_LEWIS_09110FIRECAPTASSMT	PER BD: TESTING	330.40	1900047580
DISTRICT 5	1027004	MICHAEL MCCAIN	ASSESSORREIM_MCCAIN_09110FIRECAPTASSMT	PER BD: TESTING	214.10	1900047581
DISTRICT 5	1027005	DAVID NEIGHBORS	ASSESSORREIM_NEIGHBORS_09110POLICECHIEFDEV	PER BD: TESTING	125.00	1900047569
DISTRICT 5	1027006	ROBERT OLMSTEAD	ASSESSORREIM_OLMSTEAD_09110FIRECAPTASSMT	PER BD: TESTING	196.11	1900047582
DISTRICT 5	1027007	ANTHONY WILLIAMS	ASSESSORREIM_WILLIAMS_09110FIRECAPTASSMT	PER BD: TESTING	285.38	1900047583
DISTRICT 5	1027008	DAVID YERGEAU	ASSESSORREIM_YERGEAU_09110FIRECAPTASSMT	PER BD: TESTING	188.77	1900047584
*DISTRICT 5					9,342.66	
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	GREASE CONTROL (CAHABA VILLAGE),RELAYS,FUSES	ES: PACKAGE WWTP & PUMP STA	455.93	1900047418
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	NBERS;EPOXY;MORTAR;NUTS;COIL;LOCK;WIRE;CABLE	ES: FIVE MILE MAINT SHOP	383.45	1900047382
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	BINDER FOR MANUAL AT WARRIOR	ES: TURKEY CREEK WWTP	13.58	1900047414
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	HARDWARE,FITTINGS, PRINTER	ES: VILLAGE MAINTENANCE SHOP	332.89	1900047417
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	DISH LIQUID FOR PLANT AND FIRST AID SUPPLIES	ES: LEEDS WWTP	4.43	1900047374
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	KEYS;INK CARTRIDGE;HEATER;BATTERY;WIRE ROPE;FLG	ES: FIVE MILE CREEK WWTP	420.65	1900047413
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	BELTS, GUARDS, PVC, CARTRIDGE	ES: TRUSSVILLE WWTP	169.26	1900047262
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	UNISTRUT, CONDUIT CLAMPS, RELAY BASES, TEST FEE	ES: VILLAGE ELECTRICAL SHOP	195.39	1900047555
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	SHIPPING, ONION, FENCE WIRE, DESSICANT BOOK	ES: VALLEY CREEK WWTP	121.18	1900047538
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL	ES: LEEDS WWTP	18.63	1900047548
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	120V RELAY,4" WELDABLE FLANGES,STEEL PIPE,STEEL	ES: PACKAGE WWTP & PUMP STA	498.21	1900047549
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	CALLED OUT TO PLANT BECAUSE OF ALARM	ES: LEEDS WWTP	20.66	1900047554
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	SPRAYER, BOTTLES, WET VAC, EQUIPMENT SUPPLIES	ES: VILLAGE CREEK WWTP	773.45	1900047591
ESD RECEIVER	1027043	TOWER DEVELOPMENT	REFUND FOR OVERPAYMENT & FB # N 3867-4290 L1	FINANCE SEWER SERVICES	83.95	1900047545
ESD RECEIVER	1027044	MILES GRESHAM JR	REFUND FOR OVERPAYMENT & FB # N 2225-2245 L1	FINANCE SEWER SERVICES	10.00	1900047544
ESD RECEIVER	1027045	CHRISTI WILLIAMSON	REFUND FOR OVERPAYMENT & FB # W0-84068(D)	FINANCE SEWER SERVICES	92.48	1900047543
ESD RECEIVER	1027046	LEE SHERER JONES	REFUND FOR OVERPAYMENT & FB # W0-42703(D)	FINANCE SEWER SERVICES	40.19	1900047542
ESD RECEIVER	1027047	BRIANNA D PANOS	REFUND FOR OVERPAYMENT & FB # R1000-156(D)	FINANCE SEWER SERVICES	27.05	1900047541
ESD RECEIVER	1027048	SYLVIA D TURULLOLS	REFUND FOR OVERPAYMENT & FB #W0-95253(D)	FINANCE SEWER SERVICES	23.94	1900047540
ESD RECEIVER	1027049	RICHARD MITCHELL	REFUND FOR OVERPAYMENT & FB #W0-12012(D)	FINANCE SEWER SERVICES	42.88	1900047539
ESD RECEIVER	1027050	LAURA S DANIELS	REFUND FOR OVERPAYMENT & FB #W0-76857(D)	FINANCE SEWER SERVICES	128.22	1900047537
ESD RECEIVER	1027051	LYNDA GORDON WILLIAMS	REFUND FOR OVERPAYMENT & FB #N 5150-7750 L1	FINANCE SEWER SERVICES	10.00	1900047536
ESD RECEIVER	1027052	CROSS CONSTRUCTION	REFUND FOR OVERPAYMENT & FB #N 4276-3714(D)	FINANCE SEWER SERVICES	334.68	1900047535
ESD RECEIVER	1027053	THOMAS N INGRAM	REFUND FOR OVERPAYMENT & FB #W0-72495(D)	FINANCE SEWER SERVICES	16.59	1900047534
*ESD RECEIVER					4,217.69	
NO PROFIT CTR	1000193	JEFFERSON CO TREASURER	RESOURCE MANUAL FOR I & R	SENIOR CITIZEN SERVICES	15.00	1900046912
* NO PROFIT CENTER					15.00	
**					17,863.14	

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

Jan-11-2011-1

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and d/b/a The Cooper Green Mercy Hospital and the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Health Care Authority for UAB Highlands, an affiliate of UAB Health System DBA UAB Highlands and the University of Alabama Health Services Foundation, P.C. to provide referred inpatient and outpatient services to be performed at UAB facilities that are not provided by Cooper Green Mercy Hospital in the amount of \$3,000,000 for FY10-11. (Attachments on file in the Minute Clerk's office)

2010-2011 PREFERRED PROVIDER AGREEMENT

Cooper Green Mercy Hospital

This is an Agreement between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Health Care Authority for UAB Highlands, an affiliate of UAB Health System D/B/A UAB Highlands (HOSPITAL) and the University of Alabama Health Services Foundation, P.C. (FOUNDATION) and The Jefferson County Commission d/b/a The Cooper Green Mercy Hospital (COUNTY).

I. RECITALS

1.1 COUNTY is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its BENEFICIARIES

1.2 HOSPITAL is an acute care general hospital, duly licensed by the State of Alabama and accredited by the Joint Commission on the Accreditation of Healthcare Organizations.

1.3 FOUNDATION is a not-for-profit professional corporation incorporated under the laws of the State of Alabama. The FOUNDATION employs physicians who work in the HOSPITAL and are also members of the regular or part-time faculty of the School of Medicine or the School of Dentistry of the University of Alabama.

1.4 The HOSPITAL and FOUNDATION desire to contract with COUNTY in order to provide services to COUNTY'S BENEFICIARIES in a cost-effective manner.

II. DEFINITIONS

2.1 COVERED SERVICES means those HOSPITAL and FOUNDATION SERVICES, not provided by COOPER GREEN MERCY HOSPITAL and its' medical staff, that will be provided to BENEFICIARIES at HOSPITAL, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic, and other clinics of HOSPITAL and FOUNDATION located in HOSPITAL and FOUNDATION facilities. HOSPITAL and FOUNDATION will not be required to provide COVERED SERVICES to any BENEFICIARY that are not offered by HOSPITAL and FOUNDATION. COVERED SERVICES do not include HOSPITAL and FOUNDATION facilities, equipment, professional or technical services provided at COOPER GREEN MERCY HOSPITAL or other sites operated by COUNTY and provided under affiliation agreements between COOPER GREEN MERCY HOSPITAL or JEFFERSON CLINIC, P.C. and HOSPITAL or FOUNDATION. These contracts and agreements include but are not limited to the list shown as Attachment B. Obstetrical services are specifically excluded from this contract and no other wording or construction contained herein is intended to alter this exclusion.

2.2 BENEFICIARY means:

Indigent Jefferson County residents who are referred to HOSPITAL and FOUNDATION by COUNTY and its' medical staff and whose health care benefits are underwritten and administered by COUNTY.

2.3 PREPAYMENT is the prepaid reimbursement for COVERED SERVICES for the twelve month term of this Agreement. The PREPAYMENT will be paid by COUNTY on a quarterly basis with the first payment to be made in November 2010, or after all necessary approvals by both parties. This agreement is for a twelve month term, and the quarters will be defined as follows:

First Quarter will be October, November, and December 2010

Second Quarter will be January, February, and March 2011

Third Quarter will be April, May, and June, 2011

Fourth Quarter will be July, August, and September 2011.

The PREPAYMENT will be paid quarterly by COUNTY in two separate checks one payable to the HOSPITAL and the other payable to the FOUNDATION. The initial PREPAYMENT will be a prospective payment based on actual BENEFICIARY utilization from the first six (6) months of the previous year's Agreement (October 1, 2009 through March 31, 2010). The PREPAYMENT for the initial term is shown on Attachment A and will be calculated in the same manner as subsequent prepayments as detailed in Notes on Attachment A.

2.4 REIMBURSEMENT: Reimbursement for covered Foundation services will be based on the UAB Enhanced Medicaid Fee Schedule. This Enhanced Medicaid Fee Schedule results in reimbursement above traditional Medicaid to specialty physicians in recognition the elevated acuity in the patients referred to treatment at UAB. Reimbursement for HOSPITAL services will be based on Medicaid Inpatient Per Diem rates and Medicaid Outpatient Fee schedule. For Inpatient services the Medicaid Per Diem will be "Case Mix" weighted. The initial case mix weighting factor will be based on the previous contract period. The HOSPITAL will compute its overall Medicaid Inpatient case mix, excluding maternity obstetrical patients, solid organ and bone marrow transplants based on the most recently published CMS Medicare DRG relative weights. The COUNTY will compute its case mix based on BENEFICIARIES referred and admitted to HOSPITAL. The case mix weighted Per Diem will be calculated as follows: (Please note that the numbers used in this example are for illustrative purposes only and are not intended to represent actual numbers.)

HOSPITAL's Medicaid Per Diem		\$1,694.62
HOSPITAL's Medicaid Case Mix	1.87	
COUNTY BENEFICIARY's Case Mix	3.55	

Case Mix Weighted Per Diem (3.5511.87=1.898 x \$1694.62) \$3,216

The case mix weighting factor for the first 6 months will be based on patient utilization experience from October 1, 2009 through March 31, 2010 of last year's Agreement using the same method described above and the first 6 months will be paid on this basis. The HOSPITAL's case mix weighting factor will be adjusted on April 1, 2010 based on the first 6 months utilization (October 1, 2009 through March 31, 2010) under this Agreement and the last 6 months (April 1, 2010 through September 30, 2010) HOSPITAL reimbursement will be based on the updated case mix weighting factor.

The calendar year inpatient day-limited Medicaid per diem and physician visit limitations do not apply to this Agreement. HOSPITAL and FOUNDATION will be reimbursed for each inpatient day for each patient covered under this Agreement. The calendar year outpatient visit limitation does not apply to this Agreement. HOSPITAL and FOUNDATION will be reimbursed for each inpatient and outpatient encounter in which there is a valid Medicaid fee schedule amount listed. Furthermore, the calculation for reimbursement for each physician within a specialty (such as Cardiology or RadOnc) will be determined by the services rendered by each individual physician to each individual patient covered under this Agreement.

2.5 Reconciliation and Adjustments: HOSPITAL and COUNTY will reconcile BENEFICIARIES referred to HOSPITAL and FOUNDATION and billings received from HOSPITAL and FOUNDATION on a quarterly basis. Any adjustment required by the Reconciliation will be reflected in the next Quarterly Payment using the time frames defining Payment Quarters in Section 2.3 above. Adjustment includes reimbursement HOSPITAL and FOUNDATION may have received from any other third party payor for treatment of Beneficiaries treated by HOSPITAL and FOUNDATION under this Agreement. If such third party reimbursement should occur, HOSPITAL and FOUNDATION agree to credit same to COUNTY during the month following discovery of such reimbursement.

2.6 BENEFICIARY Referral Process & Reimbursement: Prior to a COUNTY BENEFICIARY referral to HOSPITAL and/or FOUNDATION for services not provided by Cooper Green Mercy Hospital, the HOSPITAL and/or FOUNDATION place of service to which the BENEFICIARY is being referred will receive an Authorization For Payment For Services form with unique treatment authorization Control Number from Cooper Green Mercy Hospital via fax which indicates:

- a. the BENEFICIARY is sponsored by COUNTY, and
- b. coverage for the physician visit or visits or HOSPITAL admission and that HOSPITAL and FOUNDATION will be reimbursed under the provisions of this Agreement.
- c. Patient information to include date and place of appointment;
- d. Clinical information completed by COUNTY Staff MD;
- e. Signed and dated COUNTY Case Management authorization;
- f. FOUNDATION contact for inpatient referrals to UAB is Linda Bagwell, Supervisor, Pre-Arrival Services, HSF Access Service Dept. Tel; 731-6051, Fax: 731-6009, Email: lbagwell@uabmc.edu.

g. For all UAB outpatient services, the responsible Department at Cooper Green Mercy Hospital will fax Authorization For Payment For Services forms directly to the point of service where the referred patient's treatment will be delivered at UAB.

2.7 Inpatient Treatment Length of Stay Procedure: For COUNTY sponsored inpatient BENEFICIARIES whose inpatient Length of Stay exceeds 7 days, HOSPITAL and/or FOUNDATION shall notify Cooper Green Mercy Hospital. Cooper Green Mercy Hospital shall issue written approval and an Authorization For Payment for Services form with unique treatment authorization Control Number. This Authorization For Payment For Services form with unique treatment authorization Control Number will be in addition to the Authorization For Payment For Services form and unique treatment authorization Control Number for the BENEFICIARY'S initial referral to HOSPITAL and FOUNDATION. If the Authorization For Payment For Services form with unique treatment authorization Control Number is not obtained by HOSPITAL and FOUNDATION for the inpatient treatment in excess of 7 days, COUNTY shall not be responsible to reimburse HOSPITAL and FOUNDATION for services rendered beyond the initial, approved 7 day inpatient stay.

2.8 Post Inpatient Discharge BENEFICIARY Referral to Cooper Green Mercy Hospital: At BENEFICIARY discharge for any inpatient treatment, the BENEFICIARY shall be referred to Cooper Green Mercy Hospital for all follow-up diagnostic tests and/or procedures. In the event the BENEFICIARY requires diagnostic tests and/or procedures that Cooper Green Mercy Hospital does not provide and HOSPITAL and/or FOUNDATION does provide, the BENEFICIARY will be referred to HOSPITAL and/or FOUNDATION. This referral shall be preceded by a new Authorization For Payment For Services form and unique treatment authorization Control Number and faxed to the HOSPITAL and/or FOUNDATION place of service. If the Authorization For Payment For Services form with unique treatment authorization Control Number is not obtained by HOSPITAL and/or FOUNDATION for the post discharge follow up diagnostic tests and/or procedures, COUNTY shall not be responsible to reimburse HOSPITAL and/or FOUNDATION for services rendered.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twelve (12) months beginning October 1, 2010 and ending September 30, 2011.

3.2 The terms of this Agreement shall apply to COVERED SERVICES that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, such

agreement to be executed not later than thirty (30) days prior to the expiration of the then current term.

3.4 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination can only occur effective the last day of any month.

IV. RESPONSIBILITIES OF HOSPITAL AND FOUNDATION

4.1 HOSPITAL and FOUNDATION will provide COVERED SERVICES to BENEFICIARIES in the same manner as those services are provided to all other HOSPITAL and/or FOUNDATION clinic patients and HOSPITAL and FOUNDATION shall not discriminate against any BENEFICIARIES in the provision of COVERED SERVICES.

4.2 HOSPITAL represents to COUNTY that at the time this Agreement is entered into, it possesses all licenses required by law to operate as a hospital in the State of Alabama; that it has been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations. HOSPITAL agrees to maintain in good standing all such licenses, certification and accreditation during such period of time as this Agreement is in effect and COUNTY reserves the right to terminate this Agreement immediately upon notice in writing to HOSPITAL if HOSPITAL fails to do so. Upon request, HOSPITAL agrees to furnish COUNTY with successive copies of Joint Commission on Accreditation of Healthcare Organizations certificates when they are received by HOSPITAL.

4.3 HOSPITAL and FOUNDATION agree to update and submit to COUNTY, upon request, a roster of active physicians on staff with admitting privileges at HOSPITAL.

4.4 HOSPITAL and FOUNDATION agree that, upon termination of this Agreement for any reason, they will continue to provide COVERED SERVICES for specific conditions for which BENEFICIARY was an inpatient at the time of such termination, until such patient is appropriately discharged from the HOSPITAL.

4.5 Subject to compliance with Article XI, HOSPITAL and FOUNDATION shall maintain for at least seven (7) years, or longer periods required by law, all records relating to COVERED SERVICES and shall make such records available for inspection and audit upon reasonable prior notice by COUNTY, the applicable PAYOR or governmental authorities having jurisdiction. Such access to records shall continue for a period of seven (7) years following termination or expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, HOSPITAL and FOUNDATION agree to transfer a copy of the medical records of any BENEFICIARIES as requested subject to reimbursement of the maximum charge as set for in section 12-21-6.1 of the Code of Alabama, which states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 Notification: HOSPITAL and FOUNDATION will make best effort to immediately notify COUNTY of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to COUNTY-referred patients under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 COUNTY agrees to pay HOSPITAL and FOUNDATION in accordance with the provisions of Article VII.

5.2 COUNTY agrees to notify HOSPITAL and FOUNDATION at least thirty (30) days prior to (1) any reduction of COOPER GREEN MERCY HOSPITAL's staffed beds as compared to the staffed beds at the beginning of any twelve month term or (2) any elimination or phase out of a service specialty at COOPER GREEN MERCY such as Ob/Gyn, as compared to the service specialties at the beginning of any twelve month term.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 COUNTY shall arrange to pay HOSPITAL and FOUNDATION based on billings of the prepayment amounts on the dates indicated for the services specified in this Agreement at the amount specified in Attachment A which is hereby incorporated into this Agreement for all purposes.

7.2 HOSPITAL and FOUNDATION shall not bill BENEFICIARIES for the difference between the payments agreed to in this Agreement and HOSPITAL's and FOUNDATION's standard billed charges for COVERED SERVICES. In the event a COUNTY sponsored, appropriately referred patient is billed for services which should have been covered under this Agreement, the following HOSPITAL and FOUNDATION staff are the COUNTY'S contact for resolution: HOSPITAL - Diane Zeigler, Patient Account Representative, Tel: 975-2357, Email:dzeigler@uabmc.edu; FOUNDATION - Melissa Hornbuckle, MSO Special Billing Manager, Tel: 731-9739 Email: mkelley@uabmc.edu.

VIII. LIABILITY AND INSURANCE

8.1 HOSPITAL and FOUNDATION shall maintain a hospital and physician and patient relationship with all BENEFICIARIES receiving HOSPITAL and FOUNDATION services. COUNTY and HOSPITAL and FOUNDATION are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 HOSPITAL and FOUNDATION and COUNTY at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, HOSPITAL and FOUNDATION and COUNTY shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure HOSPITAL and FOUNDATION and COUNTY and their employees against any event or loss which may impair the ability of HOSPITAL and FOUNDATION and COUNTY to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement: Governing Law: Amendment: Waiver

This Agreement, together with Attachment A and Attachment B, contains the entire Agreement between COUNTY and HOSPITAL and FOUNDATION. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of COUNTY and HOSPITAL and FOUNDATION. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting

No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 OMIT

9.4 Confidentiality/Records Maintenance

COUNTY and HOSPITAL and FOUNDATION agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.5 Bankruptcy and Insolvency

In the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect.

9.6 Notices

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to COUNTY and to HOSPITAL and FOUNDATION at the addresses below:

To COUNTY: Sandra Hullett, M.D.
Cooper Green Mercy Hospital
1515 6th Avenue South
Birmingham, AL 35233-1687

To HOSPITAL:	Pam Faust	Henrietta Horton
	Manager Hospital Finance	Contract Administrator
	UA Hospital	UAB Managed Care Contracting
	Jefferson Tower 358	Bldg. 500, Suite 506
	Birmingham, AL 35233	500 22 nd St South
		Birmingham, AL 35233

To FOUNDATION: Patricia Pritchett
General Counsel
University of Alabama
Health Services Foundation, P.C.
Bldg 500, Suite 504
500 22nd St. So.
Birmingham, AL 35233

9.7 Authorization

Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the COUNTY, HOSPITAL and FOUNDATION. The COUNTY, HOSPITAL and FOUNDATION each represent and warrant to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the HOSPITAL or the FOUNDATION, this Agreement shall not be binding on the HOSPITAL or the FOUNDATION until executed by the appropriately authorized person and approved by the HOSPITAL's and the FOUNDATION's respective Executive Officers.

9.8 Title Not to Affect Interpretation

The paragraph and subparagraph heading in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.9 HIPAA

Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by HOSPITAL, FOUNDATION or COUNTY as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. HOSPITAL, FOUNDATION or COUNTY promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.10 Indemnification

The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

In witness whereof, COUNTY and HOSPITAL and FOUNDATION have executed this Agreement through a duly authorized officer as of the date noted below.

COUNTY
W. D. Carrington, President

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE
UNIVERSITY OF ALABAMA HOSPITAL
William Ferniany, PhD
CEO UAB Health System

Cooper Green Mercy Hospital
Sandra Hullett.

Michael R. Waldrum, M.D.
CEO - The University of Alabama Hospital/UAB Highlands
Anthony Patterson

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.
Reid F. Jones, Executive Vice President

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

Jan-11-2011-2

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Medela, Inc. to participate in Medela's Symphony Loaner Program which provides breast pumps on a rent free basis, with purchase of a certain number of Symphony pump kits in the amount of \$6,000.

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

Jan-11-2011-3

WHEREAS, the Northern Beltline is a highway project originally planned to provide the Birmingham metropolitan region with a route to complete and connect its interstate system; and

WHEREAS, the Northern Beltline was first conceived in the 1960s and added to the Birmingham Metropolitan Area's long range transportation plan in 1981, but construction of the project has yet to begin over 40 years later; and

WHEREAS, available federal funding for construction of the Northern Beltline has been and will continue to be primarily through

the Appalachian Development Highway System (ADHS), as authorized by the U.S. Congress, and the associated federal transportation funding must be used for this project or lost to other states to complete ADHS projects outside of Alabama; and

WHEREAS, the completion of the Northern Beltline will increase cross-region accessibility, will reduce travel times and the cost of travel for the public, will improve the state and local economic base, and will provide additional markets for Birmingham and Alabama-produced goods and open new areas for development of much-needed industrial and commercial sites along the route, the current shortage of which is becoming critical and having a negative impact on new job growth in the region; and

WHEREAS, the planning and design of the Northern Beltline has and will continue to include appropriate construction and engineering practices to ensure that the region's natural resources, general environmental quality, and drinking water sources located along the proposed corridor will be minimally impacted and safeguarded for future generations; and

WHEREAS, the Northern Beltline will improve this region's air quality and the health and safety of area residents by reducing congestion and the corresponding harmful vehicle tailpipe emissions, vehicle accidents, and fatalities, and improve traffic flows, by providing an alternative route for transport of cargos that endanger transportation infrastructure and lives; and

WHEREAS, it is in the best interests of the Jefferson County Commission and the State of Alabama to complete the Northern Beltline.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission, fully supports the expeditious completion of the Northern Beltline in order to address regional transportation needs.

BE IT FURTHER RESOLVED, that a suitable copy of this resolution be delivered to Governor Bob Riley, the Director of the Alabama Department of Transportation, the Division Administrator for the Alabama Division of the Federal Highway Administration, the Chairman of the Birmingham Metropolitan Planning Organization, all members of the Alabama Congressional Delegation, and all members of the Jefferson County Legislative Delegation.

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

Commissioner Knight met with several constituents:

Constituent objections to Northern Beltline:

1. The excessive costs
2. The Beltline is not needed
3. It will invade Cahaba River headwaters
4. It benefits large land owners
5. There has been no public hearing - portion of Old Springville Road to I-59
6. They object to the culverting the Cahaba River
7. This is not a true loop
8. I-59 corridor would be overcrowded
9. A four-lane parkway would be an acceptable alternative

I support the Northern Beltline

1. I have always supported Northern Beltline
2. I still do - we have to grow our County

Reservations:

- a. I-59 (7-mile strip) must be widened
- b. Cahaba River - must be protected
- c. Smart growth
- d. Smart planning for stormwater

Need to be forward thinking – hope we have the where with all to install our utilities (sewer/water trunks, etc) in area while the initial construction is being done.

Jan-11-2011-4

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 the attached Deed of Exchange of a certain Sanitary Sewer Easement as deeded to Jefferson County and as recorded in Deed Book 750, Page 323 in the Office of the Judge of Probate, Jefferson County, Alabama for the correct easement location as indicated in the Deed of Exchange.
The Willows Apartments

The Willows Apartments, Ltd., an Alabama limited partnership

Deed of Exchange

THIS INSTRUMENT PREPARED BY:
Rick Turner
A200 Courthouse
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100's Dollars (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

Legal Description

"Line 1" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated partly in the Northeast quarter of Section 13, Township 19 South, Range 3 West and partly in the Northwest quarter of Section 18, Township 19 South, Range 2 West and being more particularly described as follows:

Commence at a 1" crimp iron found at the Southwest corner of the Southeast one-quarter of the Northeast one-quarter of Section 13, Township 19 South, Range 3 West; thence run in a Northerly direction along the West line of said quarter-quarter section and along the Easternmost property lines of acreage and of Lots 6, 5, 4, 3 and part of Lot 2 of Woodmeadow Third Addition Third Sector as recorded in Map Book 91, Page 77 in the Office of the Judge of Probate, Jefferson County, Alabama for a distance of 774.25 feet to a 4" axle found; thence deflect right 90 degrees 56 minutes 56 seconds and run in an Easterly direction along the Southernmost property lines of Lot 21 and Lot 20 of said Woodmeadow Third Addition Third Sector and along the Southernmost property lines of Lot 3 and Lot 4 of Diamond Estates First Addition as recorded in Map Book 187, Page 24 in the Office of the Judge of Probate of Jefferson County, Alabama and along the Southernmost property line of acreage for a distance of 792.95 feet to a point; thence deflect left 90 degrees 53 minutes 18 seconds and run in a Northerly direction for a distance of 130.79 feet to a 1" crimp iron found at the Southwest corner of the Grantor's property; thence continue along last stated course for a distance of 136.09 feet to the intersection of the Westernmost property line of the Grantor and the POINT OF BEGINNING of the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence deflect right 60 degrees 11 minutes 38 seconds and run in a Northeasterly direction for a distance of 143.80 feet (Point A for future reference); thence deflect right 8 degrees 01 minute 40 seconds and run Northeasterly for a distance of 278.30 feet (Point B for future reference); thence deflect left 02 degrees 37 minutes 39 seconds and run in a Southeasterly direction for a distance of 263.42 feet (Point C for future reference); thence deflect left 03 degrees 16 minutes 45 seconds and run in a Southeasterly direction for a distance of 138.74 feet (Point D for future reference); thence continue along last stated course for a distance of 36.41 feet to a point on the Westerly right of way line of Lorna Road (80' right of way) and the termination of said easement.

Also:

Legal Description

"Line 2" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated in the Northeast quarter of Section 13, Township 19 South, Range 3 West and being more particularly described as follows:

Begin at Point "A" in the above described legal description labeled "Line 1" Sanitary Sewer Easement, said point being the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence from the afore mentioned course deflect left 74 degrees 09 minutes 19 seconds and run in a Northwesterly direction for a distance of 176.81 feet to the end of said centerline and the termination of said easement.

Also:

Legal Description

"Line 3" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated in the Northeast quarter of Section 13, Township 19 South, Range 3 West, and being more particularly described as follows:

Begin at Point "A" in the above described legal description labeled "Line 1" Sanitary Sewer Easement, said point being the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence from the afore mentioned course deflect right 106 degrees 00 minutes 25 seconds and run in a Southerly direction for a distance of 151.22 feet to the end of said centerline and the termination of said of easement.

Also:

Legal Description

"Line 4" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated partly in the Northeast quarter of Section 13, Township 19 South, Range 3 West and partly in the Northwest quarter of Section 18, Township 19 South, Range 2 West and being more particularly described as follows:

Begin at Point "B" in the above described legal description labeled "Line 1" Sanitary Sewer Easement, said point being the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence from the aforementioned course deflect right 86 degrees 12 minutes 32 seconds and run in a Southerly direction for a distance of 73.10 feet (Point E for future reference); thence deflect left 89 degrees 48 minutes 09 seconds and run 405.26 feet ("Point G" for future reference) to a point; thence continue along last stated course for a distance of 27.62 feet to a point on the West right of way of Lorna Road, the end of said centerline and the termination of said easement.

Also:

Legal Description

"Line 5" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated partly in the Northeast quarter of Section 13, Township 19 South, Range 3 West and being more particularly described as follows:

Begin at Point "E" in the above described legal description labeled "Line 4" Sanitary Sewer Easement, said point being the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence from the aforementioned course deflect right 88 degrees 33 minutes 35 seconds and run in an Easterly direction for a distance of 235.46 feet to the end of said centerline and the termination of said easement.

Also:

Legal Description

"Line 6" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated partly in the Northeast quarter of Section 13, Township 19 South, Range 3 West and partly in the Northwest quarter of Section 18, Township 19 South, Range 2 West and being more particularly described as follows:

Begin at Point "B" in the above described legal description labeled "Line 1" Sanitary Sewer Easement, said point being the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence from the aforementioned course deflect left 80 degrees 11 minutes 35 seconds and run in a Northerly direction for a distance of 49.66 feet to a point; thence deflect left 1 degree 49 minutes 40 seconds and run in a Northerly direction for a distance of 24.13 feet (Point F for future reference); thence deflect right 77 degrees 58 minutes 31 seconds and run in an Easterly direction for a distance of 269.70 feet to the end of said centerline and the termination of said easement.

Also:

Legal Description

"Line 7" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated in the Northeast quarter of Section 13, Township 19 South, Range 3 West and being more particularly described as follows:

Begin at Point "F" in the above described legal description labeled "Line 6" Sanitary Sewer Easement, said point being the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence from the aforementioned course deflect left 80 degrees 33 minutes 07 seconds and run in a Westerly direction for a distance of 270.78 feet to the end of said centerline of easement and the termination of said easement.

Also:

Legal Description

"Line 8" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated in the Northeast quarter of Section 18, Township 19 South, Range 2 West and being more particularly described as follows:

Begin at Point "D" in the above described legal description labeled "Line 1" Sanitary Sewer Easement, said point being the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence from the aforementioned course deflect left 83 degrees 17 minutes 27 seconds and run in a Northerly direction for a distance of 389.07 feet to a point; thence deflect right 00 degrees 26 minutes 31 seconds and run 22.65 feet to a point on the North line of the Grantor, the end of said centerline and the termination of said easement.

Also:

Legal Description

"Line 9" Sanitary Sewer Easement

The Willows Apartments, Hoover, AL

An easement over and across a parcel of land situated in the Northeast quarter of Section 18, Township 19 South, Range 2 West and being more particularly described as follows:

Begin at Point "G" in the above described legal description labeled "Line 4" Sanitary Sewer Easement, said point being the centerline of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described line; thence from the aforementioned course deflect right 90 degrees 12 minutes 16 seconds and run in a Southerly direction for a distance of 163.55 feet to a point; thence deflect right 89 degrees 41 minutes 17 seconds and run in a Westerly direction for a distance of 226.38 feet to the end of said centerline and the termination of said easement.

LESS AND EXCEPT:

Any portion of any existing permanent building or structure that lies within above described easements.

For the consideration aforesaid, the undersigned The Willows Apartments, Ltd., an Alabama partnership does grant, bargain, sell and convey unto Jefferson County the right and privilege of a perpetual use of said lands for public purpose, together with all rights and privileges necessary or convenient for the full enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission of the Jefferson County Commission or its authorized agent.

The undersigned The Willows Apartments, Ltd., an Alabama partnership, covenants with said Jefferson County that it is seized in fee-simple of said premises and has a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of ONE and no/100's dollars (\$1.00) and the above conveyance Jefferson County, does hereby remise, release, quit claim, and convey to the said The Willows Apartments, Ltd., an Alabama Partnership, all rights, title, interest, and claim in or to the following described real estate, to-wit:

As per Real 750, Page 323 – 326 in The Office of Probate Judge of Jefferson County, Alabama.

Commence at the southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 13, Township 19 South, Range 3 West, and run thence northerly along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 114.79 feet; thence turn 91° 02' right and run easterly 252.00 feet; thence turn 91° 02' left and run northerly 94.14 feet to the centerline of a 20 foot wide Jefferson County sanitary sewer easement as recorded in Real Volume 698, page 973, and Real Volume 699, page 71, in the Probate Office of Jefferson County, Alabama; thence turn 72° 30' right and run northeasterly along said centerline 557.46 feet; thence turn 16° 37' left and continue northeasterly along said centerline a distance of 4 feet, more or less, to the westerly property line of grantor, the point of beginning of a 20 foot wide Outfall Sewer easement lying 10 feet each side of the following described centerline; thence continue along last described course 105 feet, more or less, to Manhole Station 9 plus 59.60; thence turn 19° 58' right and continue northeasterly 127.67 feet to Manhole Station 10 plus 87.27; thence turn 12° 03' left and continue northeasterly 630 feet, more or less to the easterly property line of grantor, the westerly line of Lorna Road, the end of said easement.

Also: A 20 foot wide easement for line S-5 lying 10 feet each side of the following described centerline; begin at Station 10 plus 02 of said Outfall Sewer and sighting northeasterly along the centerline of said Outfall Sewer easement turn 90° 45' to the left and run northwesterly 177 feet to the end of said easement for Line S-5.

Also: A 20 foot wide easement for Line S-5A lying 10 feet each side of the following described centerline; begin at Station 10 plus 02 of said Outfall Sewer and sighting northeasterly along the centerline of said Outfall Sewer easement turn 89° 15' to the right and run southeasterly 139 feet to the end of said easement for the Line S-5A.

Also: A 20 foot wide easement for Line S-4 lying 10 feet each side of the following described centerline; begin at Station 10 plus 87.27 of said Outfall Sewer and sighting northeasterly along the centerline of said Outfall Sewer easement, turn 90° right and run southeasterly 80 feet; thence turn 90° left and run northeasterly 135 feet to the end of said easement for Line S-4.

Also: A 20 foot wide easement for Line S-4A, lying 10 feet each side of the following described centerline; begin at Station 0 plus 80 of said Line S-4 and sighting northwesterly along the centerline of said Line S-4 turn 90° left and run southwesterly 62 feet to the end of said easement for Line S-4A.

Also: A 20 foot wide easement for Line S-7 lying 10 feet each side of the following described centerline; begin at Station 12 plus 87 of said Outfall Sewer and sighting northeasterly along the centerline of said Outfall Sewer easement turn 73° 45' left and run northwesterly 78 feet; thence turn 73° 45' right and run northeasterly 252 feet to the end of said easement for Line S-7.

Also: A 20 foot wide easement for Line S-7A lying 10 feet each side of the following described centerline; begin at the Station 0 plus 55 of said Line S-7 and sighting northwesterly along the centerline of said Line S-7 turn 80° left and run westerly 265 feet to the end of said easement for Line S-7A.

Also: A 20 foot wide easement for Line S-1 lying 10 feet each side of the following described centerline; begin at Station 14 plus 20 of said Outfall Sewer and sighting northeasterly along the centerline of said Outfall Sewer easement turn 90° right and run southeasterly 62 feet to the end of said easement for Line S-1.

Also: A 20 foot wide easement for Line S-2 lying 10 feet each side of the following described centerline; begin at Station 0 plus 62 of said Line S-1 and sighting northwesterly along the centerline of said Line S-1 easement turn 90° left and run southwesterly 164 feet to the

end of said easement for Line S-2.

Also: A 20 foot wide easement for Line S-3 lying 10 feet each side of the following described centerline; begin at Station 0 plus 62 of said Line S-1 and sighting northwesterly along the centerline of said Line S-1 easement turn 90° right and run northeasterly 250 feet; turn thence 90° right and run southeasterly 168 feet; thence turn 90° right and run southwesterly 220 feet to the end of said easement for Line S-3.

Also: A 20 foot wide easement for Line S-6 lying 10 feet each side of the following described centerline; begin at Station 16 plus 87 of said Outfall Sewer and sighting southwesterly along the centerline of said Outfall Sewer easement turn 94° 09' to the right and run northwesterly 400 feet to the end of said easement for Line S-6.

All of said easements lying in the E ½ of the NE ¼ , Section 13, Township 19 South, Range 3 West, and in the W ½ of the NW ¼ of the Section 18, Township 19 South, Range 2 West, Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said The Willows Apartments, Ltd., an Alabama Partnership and the said Jefferson County, heirs and assigns forever.

Given under our hand and seal this 11th day of January, A.D. 2011.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

THE WILLOWS APARTMENTS, LTD., AN ALABAMA PARTNERSHIP

By: _____

Its: _____

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

Jan-11-2011-5

WHEREAS, the Office of Senior Citizens Services has received a grant award from the Alabama Department of Senior Services (ADSS) for their portion of funds for the Senior Medicare Patrol (SMP) Program for the period of October 1, 2010 through September 30, 2011; and

WHEREAS, the grant funds are intended to strengthen the capability of the SMP Program by having the grantee 1) expand and enhance the SMP (Senior Medicare Patrol program's volunteer workforce; 2) ensure adequate SMP staffing is in place; 3) expand consumer outreach to rural and underserved service area; 4) expand outreach, education and training efforts; and

WHEREAS, there is no match required of this grant, 100% federal dollars.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Grant Agreement between Jefferson County, Alabama, for the Office of Senior Citizen Services and to accept the federal grant funds in the amount of \$13,383.00, which requires no in-kind/local match.

Grant Agreement for Services for the Senior Medicare Patrol (SMP) Program
SMP CAPACITY BUILDING GRANT

Grant Period: October 1, 2010 - September 29, 2011

This grant agreement is entered into this 1st day of October, by and between the Office of Senior Citizens Services (hereinafter referred to as the grantee) and the Alabama Department of Senior Services (hereinafter referred to as ADSS) for the local implementation of the goals, objectives, and activities set forth under the SMP federal grant. The grantee will be part of Alabama's effort to build the capacity of its current SMP program by recruiting, screening, training, managing, and supporting an increased number of SMP volunteers.

TERM OF GRANT AGREEMENT

The grant shall terminate not later than September 30, 2011 or anytime prior if funds for this grant are no longer available or other conditions or circumstances should cause this grant agreement to be altered, modified, extended or terminated.

PERFORMANCE REQUIREMENTS

The SMP grant funding opportunity is intended to strengthen the capability of the SMP program by having the grantee:

- (1) Expand and enhance the SMP program's volunteer workforce.
- (2) Ensure adequate SMP staffing is in place.
- (3) Expand consumer outreach efforts to rural and underserved service areas.
- (4) Expand outreach, education, and training efforts.

OBJECTIVES

The grantee will be required to work collaboratively with ADSS to achieve the requirements set forth above and in the SMP Capacity Building Work Plan.

REPORTING REQUIREMENTS

1. Reporting requirements shall be the same as required in the basic SMP basic grant, however, funds and activities related to the Capacity Building Grant shall be maintained apart from the SMP basic grant.
2. The grantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
3. Financial reports shall be required in accordance with ADSS policies and procedures.

AMENDMENTS

No alteration or variation of the terms of the grant agreement shall be valid unless made in writing and duly signed by the parties thereto. The grant agreement may be amended by written agreement duly executed by the parties or in the event of program changes by the Centers for Medicare and Medicaid Services or U.S. Administration on Aging. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

CONFIDENTIALITY

Grantee shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the grant agreement, as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. Grantee shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this grant agreement.

TERMINATION

1. Upon a material breach by Grantee, ADSS shall immediately terminate this grant agreement.
2. Either party to this grant may terminate this grant agreement upon provision of thirty (30) days prior written notice.

GRANTEE STATUS

The grantee is not an agent or employee of the State or ADSS.

INDEMNIFICATION

Grantee shall be liable and agrees to be liable for and shall indemnify, defend, and hold ADSS and the State and its officers, employees and agents harmless from all claims, suits, judgments or damages, including court costs and attorney fees, arising out of or in connection with this grant due to negligent, erroneous or intentional acts or omissions of the grantee and/or any sub-grantees/contractors. Grantee shall hold the State harmless from all sub-grantees/contractors' liabilities under the terms of this grant agreement.

NOT TO CONSTITUTE A DEBT OF THE STATE

Under no circumstances shall any commitments by ADSS constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this grant agreement shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this grant agreement, be enacted, then that conflicting provision in the grant agreement shall be deemed null and void. The Grantee'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 against ADSS with the Board of Adjustment for the State of Alabama.

AUDITS AND INSPECTIONS

At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by the grant agreement.

PAYMENT

Grantee shall submit to ADSS a detailed invoice for compensation for the deliverable and/or work performed. Accounting for the MIPPA grant funds shall be separate from the SHIP basic grant award. There shall be no carryover of MIPPA funds. Payments are dependent upon timely and successful completion and acceptance of described work and delivery of required documentation. Funds for this grant agreement period shall not exceed \$13,383.

NONDISCRIMINATORY COMPLIANCE

Grantee shall comply with Title VII of the Civil Rights Act of 1964 and 1991, the Age Discrimination in Employment Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all other applicable federal and state laws, rules and regulations with respect to nondiscrimination in employment and/or sub-grants.

The undersigned hereby accepts the 2010 - 2011 SMP Capacity Building Grant and agrees to comply with the foregoing grant agreement and with all applicable state and federal laws, regulations, policies and Contract Assurances relating to the grant agreement.

William Voigt, Executive Director

W. D. Carrington, President - Jefferson County Commission

Irene B. Collins, Commissioner

Alabama Department of Senior Services

Todd Russell

(For Legal Compliance & Form)

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

Jan-11-2011-6

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Cay Alby to serve on the Jefferson County Planning and Zoning Commission, beginning upon approval for an additional term of four years to end December, 2014, 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.

Jan-11-2011-7

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 agreement with Technical Innovations to provide preventative maintenance for equipment for the period November 1, 2010 through February 28, 2011 in the amount of \$9,728.44, which reduces the monthly cost from \$2,791.66 to \$2,432.11 and to extend the contract from December 31, 2010 to February 28, 2011.

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

Jan-11-2011-8

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Orbis Partners, Inc. for hosting of case planning software (YASI) and to provide training/support for probation officers of Family Court for the period December 1, 2010 - November 30, 2011 in an amount not to exceed \$25,100 - grant funds.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this November 10, 2010 by and between Jefferson County Alabama d/b/a Family Court Programs Division hereinafter called "the County", and ORBIS PARTNERS INC. called "the Contractor". The effective date of this agreement shall be December 1, 2010.

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services and software hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Family Court Programs Division of Jefferson County's request for RFP No. 242-11. The bid describes the scope of services called for and response from contains the statements and representations of the Contractor, thereto. The entire response from ORBIS PARTNERS INC. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract documents constitute the entire agreement between the parties. The Scope of Services is as follows:

	DESCRIPTION	AMOUNT
Case Works - Implementation	Implementation Service initial setup and installation.	No Charge
Case Works - YASI Software and Maintenance	Annual hosting and support (for up to 30 users) includes daily data backups, sever maintenance, entitlement to minor software upgrades, unlimited number of assessments, full software support (via toll-free phone, e-mail, web) for the full duration of the hosting and support period. Training to include Assessment and case planning components, preparation time, professional onsite training fees, all travel and administrative expenses, training materials and shipping.	\$ 7,500.00

Case Works -	ECWI- Initial 2-day session, up to 30 participants in each class.	
YASI Training	ECW2- OPTIONAL subsequent 2-day follow-a session, a to 30 participants in each class.	\$ 7,550.00 each
Additional - YASI User License	\$ 250.00 per additional user license (in excess of 30)	\$ 250.00 each

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render professional services to the Family Court at any time 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.

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 services rendered at a cost shown on Item 2: Scone of Goods and Services or payable per submission of invoice. Payment terms are Net 30 days after receipt of invoice.

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

WITNESS

ORBIS PARTNERS, INC.

Alexander P. Stringer, M.A.

Chief Operations Officer

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

Jan-11-2011-9

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Children's Policy Cooperative to provide support to the Jefferson County Children's Policy beginning December 1, 2010 and ending September 30, 2011 in the amount of \$25,000.

CLARITY N0.1903

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 12th day of November 2010, by and between Jefferson County, Alabama, Family Court hereinafter called "the County", and Children's Policy Cooperative of Jefferson County, hereinafter called "the Contractor". The effective date of this agreement shall be December 1st, 2010.

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

WHEREAS, the Contractor is a County resource and is established pursuant to an Act of the Alabama Legislature codified at 12-15-133, Code of Alabama to provide implementation of the Alabama Children's Policy Council; and

WHEREAS, the County has determined that it is in the public interest for the Contractor to support the work of the Jefferson County Children's Policy Council to assist in the development and promotion of said County resources.

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:
 1. Establish priorities for children's issues
 2. Promote collaboration and cooperation among child welfare professionals and agencies
 3. Raise public awareness and advocate for improved quality of life for the children of Jefferson County though the work of the Jefferson County Children's Policy Council as directed by the Contractor
 4. The Contractor shall deliver to the Jefferson County Family Court a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2011, whichever shall first occur.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this contract is December 1, 2010 through 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.

4. **COMPENSATION:** The County shall pay to the Contractor a lump sum payment of \$25,000.00 upon execution of this contract and submission on an invoice.

The Contractor understands that the County may be unable to reimburse the Contractor on any certified statement of expenditures received by the County more than 30 calendar days after the end of the fiscal year during which the eligible costs are incurred, or more than 30 calendar days after termination or expiration of the contract, whichever is earlier, and all said certified statements are subject to the applicable policies and procedures of the Jefferson County Commission.

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, 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. 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. The Contractor further understands that as an independent contractor and not a merit system employee, the Contractor has no appeal rights before the Personnel Board of Jefferson County

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. 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
Programs Division
120 2nd Court North
Birmingham AL, 35204

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

Copies 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.

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 Contractor, 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.

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
Ellyn Grady	David Carrington
President, Board of Directors	President Commissioner

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

Jan-11-2011-10

WHEREAS, the Alabama Department of Youth Services (DYS) has offered a Grant Subsidy Agreement of Part I Funds in the amount of \$16,204.00 to Jefferson County for use of one detention bed for the year, and Part II Funds in the amount of \$604,440.00 to Jefferson County for holding AWOLs from DYS at the request of DYS for up to 72 hours without charge to DYS; and

WHEREAS, the Director of the Jefferson County Youth Detention Center has recommended the Commission approve the acceptance of the award as in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the above award be approved and accepted by the County and the Director is authorized to execute the Disclosure Statement and the Acceptance of Award Document on behalf of the Youth Detention Center and the County.

ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENT

PART I FUNDS

The Alabama Department of Youth Services hereby awards to Jefferson County Commission (hereinafter called Recipient) the amount of Sixteen thousand two hundred four dollars (\$16,204.00) for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975) The funds may be used for the period October 1, 2010 through September 30, 2011, for providing at least one detention bed per county for the following counties: Jefferson

DYS shall pay to Recipient for the benefit of each county, sixteen thousand two hundred four dollars (\$16,204) per county, payable quarterly for detention services in accordance with the applicable rules, regulations and conditions of the Department as approved by the Board of Youth Services on June 25, 1993. The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the 11th day of January, 2011.

Accepted by: W.D. Carrington - President - Jefferson County Commission

J. Walter Wood, Jr.

Executive Director

Department of Youth Services

Legal Counsel

Department of Youth Services

ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENT

PART II FUNDS

The Alabama Department of Youth Services hereby awards to Jefferson County Commission (hereinafter called Recipient) the amount of Six hundred four thousand, four hundred forty dollars (\$604,440.00), pursuant to DYS community grant/subsidy authorization (Title 44-1-28, Code of Alabama 1975) and the funding formula set forth by the Department of Youth Services Board. The funds may be used for the period October 1, 2010 through September 30, 2011, for detention services in accordance with the Minimum Standards for Juvenile Detention Facilities.

The Recipient shall administer the services for which this grant/subsidy is awarded in accordance with the applicable rules, regulations and conditions of the Department as approved by the Youth Services' Board on June 25, 1993.

Recipient agrees to hold AWOLs from DYS at the request of DYS for up to 72 hours without charge to DYS.

The grant/subsidy award contained herein is for a period of twelve months, payable quarterly, subject to the availability of funds and adjustments by the Alabama Department of Youth Services Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the 11th day of January, 2011.

Accepted by: W.D. Carrington - President - Jefferson County Commission

J. Walter Wood, Jr.

Executive Director

Department of Youth Services

Legal Counsel

Department of Youth Services

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

Jan-11-2011-11

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Full Life Ahead Foundation of Hope (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes services and organizations that serve disabled persons as a valuable resources of the County; and

WHEREAS, Full Life Ahead Foundation of Hope provides programs designed to improve the quality of life for these persons; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2011.
2. The County shall pay to the Contractee a lump sum payment of \$5,000.
3. The Contractee shall provide the following services:
 - a. Implement the Full Life Ahead Planing Process (F.L.A.P.P.) so that disabled individuals in Jefferson County and their families will receive training, ongoing technical assistance and one-on-one facilitators using a variety of printed materials, manuals, specific topical training and workshops that facilitate the understanding and growth in knowledge of employment topics and options, which will significantly enhance the capacity of disabled individuals in Jefferson County and their support networks to transition into employment opportunities of their choice, thereby giving opportunities for active participation in their communities.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2011 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Full Life Ahead Foundation of Hope

Judy Barclay, President of Board

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

Jan-11-2011-12

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the Inmate Health Services Compliance Contract Renewal between Michael A. Chandler, M.D., d/b/a Rocky Ridge Family Medicine, LLC and the Office of the Sheriff of Jefferson County, Alabama to monitor the healthcare program for inmates beginning October 1, 2010, and ending September 30, 2011, in the amount of \$180,000.

ACKNOWLEDGMENT OF RENEWAL OF
INMATE HEALTH SERVICE COMPLIANCE CONTRACT

Section 1 of that certain Inmate Health Service Compliance Contract previously entered into between the Office of the Sheriff of Jefferson County, Alabama (the "Sheriff") and Michael A. Chandler, MD d/b/a Rocky Ridge Family Medicine, LLC dated August 3, 2007 (the "Compliance Contract"), a copy of which is attached hereto, states that the original term of the Compliance Contract was October 1, 2007 through September 30, 2008, and that the Compliance Contract "shall be automatically renewed from year to year absent either of the following: notice to the other party expressing the party's desire to renegotiate the terms and conditions of the contract; or notice to the other party expressing the party's desire to terminate the contract" (the "Automatic Renewal Provision").

The Sheriff hereby acknowledges that the Compliance Contract was automatically renewed for the year beginning October 1, 2010 pursuant to the terms of the Automatic Renewal Provision.

Done and dated this 15th day of November, 2010.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

ATTEST:

ACKNOWLEDGED BY

W. D. Carrington, Jefferson County Commission President

ATTEST:

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

Jan-11-2011-13

WHEREAS, it is the policy of the Jefferson County Commission to recognize achievements in those individuals who have impacted our community for the better; and

WHEREAS, Auburn University Football Team by a score of 22 - 19 won the Bowl Championship Series National Championship Game, on January tenth, Two Thousand Eleven; and

WHEREAS, by their performance, the players and coaches have brought recognition to the State of Alabama and Jefferson County for not only their athletic abilities, but for their team play, their sportsmanship and their dedication. The high standards of this football team's character, and their devotion to the discipline of the sport of football will inspire other students and athletes to accomplish their goals; and

WHEREAS, The 2010 Auburn University Football team achieved this accomplishment for the second time in school history, the last time being Nineteen Hundred Fifty Seven; and

WHEREAS, Cameron Newton, the starting Quarterback for Auburn University is also the Heisman Trophy winner, showing exceptional athletic ability and strong character; and

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission in Birmingham, Alabama does hereby recognize Auburn University as The BSC 2010 National Champions!

ADOPTED by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this date the 11th day of January, 2011.

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

Commissioner Brown: Statement - January 11, 2011

In response the Governor's request, I placed a call to Jeff Smith to display the flags at half-staff on Tuesday, January 11th to Friday, January 14, 2011 in compliance with the proclamation issued by President Obama.

This request is in honor of victims of the senseless act of violence that took place on Saturday, January 8, 2011 in Tucson, AZ.

I am asking the Commissioners and the public to continue in prayer for the immediate recovery of U. S. Representative Gabrielle Giffords, who continues to show her strength in such a time as this. Our hearts go out to those families who are experiencing the loss of love ones. We also, pray for those others who were affected and are receiving ongoing medical treatment at this time.

Carrington: announced upcoming budget hearing and the wrap-up session with the County Manager search firm.

Thereupon the Commission Meeting was adjourned to meet Tuesday, January 25, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk