

STATE OF ALABAMA)

JEFFERSON COUNTY) January 25, 2011

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of January 11, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Knight and Stephens.

Bids were received and publicly opened and read from the following contractors on General Service's portion of the Energy Efficiency & Conservation Block Grant (Phase 2) project: Jeff Smith stated there was only one qualified bidder - P & M Mechanical, Inc.

Bids were referred to General Services for tabulation, report and recommendation.

Carrington asked why the lack of bids. Jamie McKinnon: this was a small project and there was not much interest in this phase of the project.

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 2 participants

David Hinkle	Auburn, Alabama	\$90.00
Mike Laser	Alabama Certified Appraiser Exam March 18, 2011	\$90.00

Emergency Management Agency - 2 participants

Bob Ammons	Emmitsburg, Maryland	\$323.83
Horace Walker	R335: Administration for Public Assistance for Community Recovery February 12-19, 2011	\$515.41

General Services - 3 participants

Jeff Smith	Phoenix, Arizona	\$1,985.90
Marvin Keith Harris	The Election Center - Workshop/Certification	\$2,334.90
Ricky Hill	February 16-21, 2011	\$2,334.90

Sheriff's Office - 2 participants

Clyde Jake Money	Atlanta, Georgia	\$1,210.50
Angela Clayton	John E. Reid Interview & Interrogation Techniques January 31 - February 3, 2011	\$1,210.50

Sheriff's Office - 2 participants

Gary D. Gilliland	Ennis, Texas	\$1,590.00
Jeff Hannah	Tactical Energetic Entry Systems School - Explosive Entry for SWAT January 23-31, 2011	\$2,240.00

Individual Staff Development

David Hinkle	Board of Equalization	Montgomery, Alabama IAAO2 Income Approach to Valuation January 24-28, 2011	\$105.00
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French A. McMillan	County Atty	Birmingham, Alabama CLE Seminar to obtain credit hours necessary to maintain Bar license December 29, 2010	\$330.00
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Shawna H. Smith	County Atty	Birmingham, Alabama CLE Seminar to obtain credit hours necessary to maintain Bar license	\$350.00
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December 3, 2010

Allen Kniphfer EMA Emmitsburg, Maryland \$362.95
E955: NIMS ICS All-Haxards Logistics T-T-T
February 6-11, 2011

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the Staff Development be approved. Voting "Aye" Brown, Stephens, 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 12/30/10 - 1/5/11

RECOMMENDED FOR:

1. SHERIFF'S DEPARTMENT - BIRMINGHAM JAIL CORRECTIONS FROM ROBINSON TEXTILES, GARDENA, CA, FOR MATTRESS COVERS FOR INMATE MATTRESSES TO BE PAID FOR BY GRANT FUNDING. CONTRACT PERIOD: 3/17/10 TO 3/16/2011. SAP PURCHASE ORDER # 2000051479 \$11,174.00 TOTAL REFERENCE BID # 70-09
2. COOPER GREEN MERCY HOSPITAL - GENERAL SERVICE/ADMINISTRATION FROM LIFEGAS DIVISION OF LINDE GAS NO AMERICA LLC, CHICAGO, IL, MEDICAL GASES FOR CONTRACT PERIOD OF 12/07/2010 TO 12/06/2011. SAP PURCHASE ORDER # 2000050418 EST. \$47,000.00 TOTAL REFERENCE 18-10
3. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM WADE SAND AND GRAVEL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GRAVEL AND STONE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 TO 9/30/2011. SAP PURCHASE ORDER # 2000048402 \$50,000.00 TOTAL REFERENCE BID # 93-08
4. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048246 \$50,000.00 TOTAL REFERENCE BID # 89-10
5. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM ERGON INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048293 \$25,000.00 TOTAL REFERENCE BID # 173-10
6. COOPER GREEN MERCY HOSPITAL - ADMINISTRATION FROM ALABAMA HOSPITAL ASSOCIATION, MONTGOMERY, AL, FOR MEMBERSHIP FEES FOR FY 2011. SAP PURCHASE ORDER # 2000051545 \$26,740.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM C R BARD D/B/A BARD PERIPHERAL VASCULAR, MURRAY HILL, NJ, FOR ENDO-VASCULAR SUPPLIES. SAP PURCHASE ORDER # 2000051583 \$10,035.00 TOTAL REFERENCE BID # 19-11
8. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM OWENS AND MINOR, ATLANTA, GA, FOR RITTER EXAM AND ACCESSORIES. SAP PURCHASE ORDER # 2000051525 \$5,685.75 TOTAL
9. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR INCORPORATED, ATLANTA, GA, FOR BLOOD BANK SUPPLIES FOR THE PERIOD OF 10/01/10 - 9/30/11. REFERENCE BID # 23-11 EST. \$56,000.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, FOR BLOOD BANK SUPPLIES FOR THE PERIOD OF 10/01/10 - 9/30/11. REFERENCE BID # 23-11 EST. \$40,000.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM NIHON KOHDEN AMERICA INCORPORATED, FOOTHILL RANCH, CA, FOR EEG+DV PATIENT MONITORING DEVICE. AMERINET CONTRACT # VQ500 \$13,965.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SONOSITE, BOTHELL, WA, FOR SONOSITE S-ICU AND

ACCESSORIES. AMERINET CONTRACT # VQ9600 \$36,911.25 TOTAL

For Week of 1/06/11-1/12/11

RECOMMENDED FOR:

1. GENERAL SERVICES AND JEFFERSON REHABILITATION HEALTH CENTER FROM SIEMENS BUILDING TECHNOLOGIES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FIRE ALARM SYSTEM, INSPECTION, TESTING AND MAINTENANCE FOR THE PERIOD FO 10/O1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000051579
EST. \$11,339.37 TOTAL REFERENCE BID # 269-08
2. COOPER GREEN MERCY HOSPITAL FROM SIEMENS BUILDING TECHNOLOGIES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FIRE ALARM SYSTEM, INSPECTION, TESTING AND MAINTENANCE FOR THE PERIOD OF 10/O1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000051580 EST. \$18,329.88 TOTAL REFERENCE BID # 269-08
3. SHERIFF'S DEPARTMENT - BIRMINGHAM ENFORCEMENT FROM VERIZON WIRELESS, DALLAS, TX, FOR MONTHLY INVOICE FOR AIRCARD USAGE - INVOICE # 6515398312. SAP PURCHASE ORDER # 2000051588
\$8,412.30 TOTAL REFERENCE BID # 97-10
4. JEFFERSON COUNTY COMMISSION USER DEPARTMENTS FROM WOOD FRUITTICHER, IRONDALE, AL, CONTRACT RENEWAL FOR REPETITIVE MISCELLANEOUS FOOD PURCHASES FOR THE PERIOD OF 2/01 / 11 - TO 1 /31 / 12.
REFERENCE BID # 206-09 EST. \$3,178,128.00 TOTAL
5. COMMUNITY AND ECONOMIC DEVELOPMENT FROM SYMS CONTRACTORS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR NELLIE ELLISTON.
SAP PURCHASE ORDER # 2000046709 \$2,135.00 TOTAL REFERENCE BID # 165-10

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM KANSAS STATE BANK, MANHATTEN, KS, FOR PURITAN BENNETT VENTILATORS FOR THE PERIOD OF 10/01/2010 TO 9/30/11. SAP PURCHASE ORDER # 2000037940
\$3,987.96 TOTAL REFERENCE BID # 141-05

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
1/25/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ACLS CERTIFICATION,MARKETING,MILAGE,MARKETING,XMAS	CGH: SURGERY	829.53	1900047599
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FOR REMOVAL OF MINERAL SPIRITS AT GSOC	GEN SVCS: ADMIN	150.00	1900047664
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FOR DECON RAT POISON FOR BULK STORES	GEN SVCS: ADMIN	21.00	1900047721
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE TRANSCRIPTION SUPPLY	CORONER/MED EXAM	14.95	1900047796
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMIN	422.83	1900047820
DISTRICT 1	1000759	ALA CORONERS ASSN	ALABAMA CORONERS ASSOCIATION	CORONER/MED EXAM	100.00	1900047683
DISTRICT 1	1002876	ANNE-MARIE ADAMS	ABSENTEE ELECTION MGR COMPENSATION 11/2/10	GEN SVCS: ELECTIONS	200.00	1900048011
DISTRICT 1	1003585	QUEEN BROWN	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900047786
DISTRICT 1	1007099	ALABAMA HOSPITAL ASSOC	AL ASSOMEDSTAFFSERV MEMBERSHIP DUES	CGH: ADMIN	50.00	1900047083
DISTRICT 1	1027192	SIBYL CHAPPELL	ABSENTEE ELECTION MGR COMPENSATION 11/2/10	GEN SVCS: ELECTIONS	9,400.00	1900048067
*DISTRICT 1					11,228.31	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COMM DEV - STORM WATER FEES	COMMUNITY DEV	45.00	1900047678
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SHIPPING FEE, TAG FEES, OFFICE DECOR	FLEET MGMT: ADMIN	90.13	1900047793
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COMM DEV - STORM WATER FEES	COMMUNITY DEV	45.00	1900047676
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COMM DEV - STORM WATER FEES	COMMUNITY DEV	45.00	1900047677
DISTRICT 2	1000194	GENERAL RETIREMENT SYS	MICHAEL A. RUSSELL-MILITARY CONVERSION	R&T: HWAY MAINT-KETA	193.26	1900047763
DISTRICT 2	1001548	ALABAMA DEPARTMENT OF	2011 ADEM UNDERGROUND TANK REGULATORY FEES	R&T: ADMIN	510.00	1900047411
DISTRICT 2	1002605	PROBATE CT OF JEFF CO	PAY COST BILL 44005 CONDEM .BESSPRO. MOR RD TR74	R&T: ADMIN	352.58	1900048072
DISTRICT 2	1003391	NATIONAL SAFETY COUNCIL	FLAGGER INSTRUTOR RECERTIFICATION (JONES & THOMAS)	R&T: ADMIN	50.00	1900047757
DISTRICT 2	1027039	DAVID L SMITH	PAY TR.11 ROW TARR. RD.SKELTON AVE. TOPICS 7 34700	R&T: ADMIN	34,700.00	1900048071
*DISTRICT 2					36,030.97	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RECORDED LEVIES/PROBATE COURT	SHERIFF ENF-BHAM	93.00	1900047609
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LOYD; BOOK	INFO TECH: TECH SER	31.49	1900047720
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	MALINDA STUBBS PARKER-MILITARY CONVERSION	TAX COLLECTOR-BHAM	1,290.32	1900047737
*DISTRICT 3					1,414.81	
DISTRICT 4	1027154	ENGINEERING DESIGN GRP	S-11-004 SUBDIVISION CASE REFUND	LAND DEV	142.50	1900047996
*DISTRICT 4					142.50	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC LEGISLATIVE ALLOWANCE -JONES, LINDA 120710	PER BD: ADMIN	10.00	1900047455
DISTRICT 5	1000339	LEGISLATIVE REFERVC	2010 LOCAL LAWS INDEX SUPPLEMENT	COUNTY ATTORNEY	15.00	1900047883
DISTRICT 5	1000736	CLERK U S DISTRICT COURT	COST BILL-FIDELITY & DEPOSIT V. JEFFCO	COUNTY ATTORNEY	689.55	1900047885
DISTRICT 5	1001216	ANNE-MARIE ADAMS/CLERK	COST BILL-GEORGE MCMILLAN V. JEFFCO	COUNTY ATTORNEY	161.50	1900047886
*DISTRICT 5					876.05	
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	UPS BATTERY BACKUP	ES: TURKEY C WWTP	199.98	1900047666
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	COMPUTER MEMORY	ES: SANITATION ADMIN	19.99	1900047724
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	PIPING, BEARINGS, AND PRESS. GAUGE	ES: CAHABA RIVER WWTP	389.11	1900047736
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	REPAIR MATERIAL AND PARTS FOR PUMP STATIONS	ES: WWTP & PUMP STA	150.19	1900047745
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	DOCUMENT STAMPS	ES: SANITATION ADMIN	103.16	1900047719
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR SAFETY TRAINING	ES: ADMIN ENG & CONSTR	159.50	1900047738
ESD RECEIVER	1027063	CHRISTOPHER FINE	REFUND FOR OVERPAYMENT & FB # W0-76795(D)	FINANCE SEWER SER	31.45	1900047810
ESD RECEIVER	1027064	P M G	REFUND FOR OVERPAYMENT & FB # N 3110-4110 L3	FINANCE SEWER SER	95.59	1900047809
ESD RECEIVER	1027116	RE-MAX PROPERTY LEGENDS	REFUND FOR OVERPAYMENT & FB # W0-84905(D)	FINANCE SEWER SER	30.00	1900047815
ESD RECEIVER	1027117	KATHERINE SANDERS	REFUND FOR LEAK ADJUSTMENT #L 0-29100169(D)	FINANCE SEWER SER	2,200.80	1900047814
ESD RECEIVER	1027118	POORAN RAMDEO	REFUND FOR OVERPAYMENT & FB # N 2080-2660 (D)	FINANCE SEWER SER	39.46	1900047813

ESD RECEIVER 1027119 SANDY TURNER
ESD RECEIVER 1027120 DOROTHY HENLEY
*ESD RECEIVER

REFUND FOR OVERPAYMENT & LEAK ADJ
REFUND FOR OVERPAYMENT & FB

FINANCE SEWER SER	2,700.00	1900047812
FINANCE SEWER SER	34.65	1900047811
	6,153.88	
	55,846.52	

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

REQUEST FOR CERTIFICATION

Community & Economic Development

Grants Management Coordinator

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Emergency Management Agency \$10,000

Increase revenue and expenditures to record budget from the Jefferson County Department of Health 2011 Regional Distribution Sites/Strategic National Stockpile Funds.

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

Jan-25-2011-14

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Mercy Emergency Physicians, LLP, affiliated with 4MD², Inc., to provide physician to furnish 24 hours of coverage and physician extenders to provide 30 hours of coverage daily/365 days per year on duty in the Emergency Department at Cooper Green Mercy Hospital in an amount not to exceed \$2,548,000.00.

HOSPITAL SERVICES AGREEMENT

THIS HOSPITAL SERVICES AGREEMENT ("Agreement") is effective as of the 1st day of September 2010 ("Effective Date") by and between The Jefferson County Commission d/b/a Cooper Green Mercy Hospital (hereinafter sometimes referred to as "Hospital") and Mercy Emergency Physicians, LLP ("MEP"), affiliated with 4MD², Inc. (hereinafter sometimes referred to as "Contractor"), a Florida corporation licensed to do business in the State of Alabama. Individually and collectively the participants are referred to as "Parties".

RECITALS

WHEREAS, Hospital operates an Emergency Department ("ED") located in Birmingham, Alabama,

WHEREAS, Hospital desires that Contractor shall locate and provide Physicians to furnish twenty-four (24) hours of coverage daily and Physician Extenders to provide thirty (30) hours of coverage daily, 365 days per year, on duty in the Emergency Department to provide emergency medical services as needed,

WHEREAS, Contractor is willing to provide said services based on terms and conditions set forth herein; and

WHEREAS, the parties desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

SECTION I

HOSPITAL RESPONSIBILITIES

1.1 Facilities, Equipment and Supplies. Hospital shall provide adequate space for the ED and provide appropriate equipment for the efficient operation and conduct of ED. Hospital shall provide the ED with utilities, housekeeping, security, laundry, medical equipment, drugs, supplies, furniture, dictation and transcription services, and other supplies and services necessary for the ED's proper and efficient operation.

The space, services and supplies necessary will be determined by Hospital.

1.2 Non-Physician Personnel. All non-Physician personnel, except for Physician Extenders, required for the proper operation of the ED shall be provided by Hospital at staffing levels that are appropriate and customary for an ED of like volume and patient acuity level. All such personnel shall be trained and qualified in emergency medicine services and shall be capable of performing their assigned responsibilities. Contractor shall not be responsible for any salaries, wages, taxes, insurance, worker's compensation insurance, and other employee benefits and/or expenses of any kind in connection with such personnel. The termination of such personnel, the character of their work, and the hours of their employment shall be established by Hospital.

1.3 Medical Records. In accordance with applicable law, Hospital will allow Contractor, Physicians, and Physician Extenders during and after the term of this Agreement, to inspect at the hospital, at Contractor's expense, any individual chart or record to the extent necessary to assist in the defense of any malpractice claim or professional competency claim or for use in support of coding and billing for services rendered. Contractor, Physicians, and Physician Extenders shall maintain patient confidentiality with respect to any information obtained hereunder, subject to state and federal laws including but not limited to HIPAA regulations.

1.4 Emergency Physician's Room. Hospital shall make a room available for Emergency Physicians staffing the ED containing the usual and customary amenities. An office area may also be necessary for the purpose of patient billing.

SECTION II

CONTRACTOR RESPONSIBILITIES

2.1 Physician Staffing. Contractor shall ensure that the ED is staffed by duly licensed and qualified Physicians and Physician Extenders trained and experienced in emergency medicine with the qualifications as set forth below ("Emergency Physicians" and "Physicians Extenders") for the duration of this Agreement. Contractor shall also furnish a Medical Director to act as administrator, facilitator, and overseer of the operations of the ED at the Hospital's acute care facility. Medical Director shall have the responsibility for ensuring the ED is operated and staffed with duly licensed and qualified physicians and that the services provided are rendered to all the applicable regulations, rules, and directives of federal, state, and other governmental and regulatory bodies. The Medical Director shall also have the responsibility of ensuring all ED practices comply with the policies and procedures of the Hospital, the applicable standards of the JCAHO, and all currently accepted and approved methods and practices of the professional specialty of Emergency Medicine. An additional \$5,000.00 per month shall be paid for this service. An Emergency Physician shall be on the premises at all times, during scheduled shifts.

2.1(1) Each Emergency Physician shall satisfy the following minimum requirements:

(a) Each Emergency Physician provided by Contractor shall maintain board certification or residency in Family Practice, Internal Medicine or Emergency Medicine, be prepared for such certification by virtue of having successfully completed all educational and residency requirements or possess Emergency Department experience sufficient to satisfy Hospital requirements. Each Emergency Physician shall be certified in Advance Cardiac Life Support (ACLS) and Advanced Trauma Life Support (ATLS). Any Emergency Physician not meeting the above requirements must be specifically approved by Hospital prior to providing any services hereunder.

(b) An Emergency Physician shall not begin rendering services in the ED until he/she has been granted appropriate privileges by Hospital.

(c) Each Emergency Physician shall comply with the standards of professional practice and accept the duties as shall be determined by the medical staff of the Hospital and shall abide by the Bylaws, rules, and regulations set forth by the medical staff.

(d) Each Emergency Physician shall hold an unrestricted license to practice medicine in the State of Alabama and shall be qualified to perform the services in this Agreement. Physician and Contractor shall certify that Physician has not been barred or sanctioned by Medicare and/or Medicaid.

(e) Each Emergency Physician shall act in accordance with the accepted local and national medical standards and in accordance with the rules and regulations of the American College of Emergency Physicians and the Joint Commission on Accreditation of Healthcare Organizations, and with all of the qualifications, prerogatives, and responsibilities of Medical Staff Status.

(f) Each Emergency Physician shall provide care to all individuals who present themselves at the ED and who are in need of services, except as may be otherwise provided in Hospital policies and procedures, guidelines, or in this Agreement.

(g) Each Emergency Physician shall work harmoniously including clinical pathways as established by the Medical Staff and cooperate with Hospital's nursing and medical staff, its employees and administration.

(h) Each Emergency Physician shall appropriately and timely document medical services rendered that reflect the level of service rendered. All records including signatures will be completed prior to the physician's completion of their shift.

(i) Each Emergency Physician shall order tests and procedures that are only medically necessary based upon review of signs and symptoms. These tests must be in conjunction with clinical pathways established by the Hospital's Medical Staff.

(j) Each Emergency Physician shall agree to comply with all policies and procedures of Hospital and its parent corporation, including, but not limited to, its Corporate Compliance Plan.

(k) Each Emergency Physician shall participate in patient chart audits and report to result of same to Administration of Hospital

indicated.

(l) Each Emergency Physician shall comply with the continuing education requirements of the medical staff of the Hospital as set forth in the medical staff bylaws or otherwise.

(m) Each Emergency Physician shall not make any alterations to the Emergency Department, nor any part thereof, or to any Hospital equipment, without the prior written consent of the Hospital.

(n) Each Emergency Physician shall oversee all day-to-day medical activity in the Emergency Department, including the oversight of the Physician Extenders, during his/her shift and, when appropriate, make sure that the Hospital's policies are carried out.

(o) The Emergency Physicians shall not use the premises of the Emergency Department at any time as an office for the private practice of medicine.

(p) The Emergency Physicians shall be mindful of the continuing relationship patients have with the Hospital and shall endeavor to treat such patients in a manner that reflects favorably on the Hospital.

2.1(2) Physician Extenders must hold a license to practice in the State of Alabama, maintain ACLS certification, and follow all rules and regulations as set forth by the State of Alabama and Hospital. Additionally, each Physician Extender will be subject to working with Contracted Physicians and, in essence, follow the same guidelines as given for their work as it relates to the Physician Extender's practice and protocols.

2.1(3) Contractors shall supply a monthly Emergency Physician and Physician Extender Schedule for Physicians and Extenders scheduled by Contractor and a sign-in log in Physician's room indicating the actual Emergency Physician on duty and their hours worked.

Medical Staff Privileges. All Emergency Physicians and Physician Extenders must apply for medical staff privileges in Emergency Medicine and obtain approval for Medical Staff membership at Hospital through the usual Credentials Committee and Medical Staff recommendations, and by appointment of the governing body of Hospital in accordance with Hospital and Medical Staff Bylaws and Policies and Procedures on Appointment and Reappointment.

2.2(1) Credentialing information necessary to the processing of initial application for review and approval for each Emergency Physician and Physician Extender shall be forwarded to Hospital by Contractor not less than 30 days prior to his anticipated commencement date to process an initial application for review and approval. The Parties agree that, on occasion, temporary Medical Staff Membership may be needed for its Emergency Physician(s) during unusual or unforeseen circumstances, and Hospital agrees to expedite such temporary appointment.

2.2(2) Medical Staff privileges shall be maintained according to the Medical Staff Bylaws. Each Emergency Physician and Physician Extender shall carry out all responsibilities of the Medical Staff of the same classification.

2.3 Independent Contractor. In the performance of the duties and responsibilities described herein, Contractor and the Emergency Physicians and Physician Extenders shall, at all times, act as Independent Contractors practicing its/their profession, not as employees or agents of Hospital. Neither Contractor nor its Emergency Physicians or Physician Extenders shall have any claim under this Agreement against Hospital for vacation pay, sick leave, salary or other forms of compensation, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any kind.

The medical services to be performed by the Emergency Physicians and Physician Extenders will be specified by the Hospital but shall be performed by the Emergency Physicians and Physician Extenders as independent contractors under the subject to the general supervision of the Hospital, its medical staff, and in compliance with the rules and regulations of the Hospital. Contractor is not engaged in the practice of medicine and does not, and will not exercise control of any nature, kind, or description relating to the mode, manner, or means by which the Emergency Physicians or Physician Extenders shall perform their duties in providing emergency department coverage herein.

2.4 Lawful Directions. Emergency Physicians and Physician Extenders shall be guided by, and conform to all lawful directions given to them by Hospital, provided that such directions do not conflict with the provisions of this Agreement.

2.5 Non-Discrimination. Contractor shall not discriminate against any Emergency Physician or Physician Extenders applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or physical handicap not affecting physician's ability to provide emergency department services.

2.6 Personal Expenses. Contractor, Emergency Physicians, and Physician Extenders shall be responsible for all personal and professional expenses, including but not limited to, membership fees and dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.7 No Authority to Commit Hospital. Contractor shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital.

2.8 Evaluation. Contractor shall meet with Hospital on a quarterly basis for the purpose of mutual goal setting and planning.

2.9 Admitting Privileges; Response to Codes. Emergency Physicians shall not have admitting privileges at the Hospital. Each Emergency Physician's primary responsibility is the ED; however, each Emergency Physician will respond to requests in other areas of Hospital for needed assistance of hospitalized patients upon request of the patient's attending Physician or Hospital's nurse supervisor.

2.9(1) Notwithstanding the above, it is recognized that some Emergency Physicians providing services under this contract may have privileges at Hospital outside the area of Emergency medicine. This section will in no way alter any such Emergency Physicians' privileges including admitting privileges.

2.9(2) Emergency physicians will respond when called to all codes in the hospital.

2.10 Cooperation. Contractor agrees to cooperate with Hospital in resolving all claims and litigation, which may arise out of the providing of ED services by Contractor. Hospital agrees to inform Contractor's risk management department of the name of its professional liability insurer(s) and the limits of coverage. Each Party agrees to keep the other advised about potential claims or litigation.

SECTION III

FEES, BILLING, COLLECTION AND REMUNERATION

3.1 Compensation for Services Rendered and Non-Interference. The Hospital agrees to pay a monthly availability fee to Contractor in the amount of \$202,500 for all services rendered. This fee will be reassessed annually and could be adjusted due to changes in physician compensation, professional liability, patient volumes or other factors that could have a significant impact upon the practice.

3.1(1) Hospital agrees that any physician recruited and presented by Contractor is to be the agent or contractor and that the use of such provider will be only through Contractor. Any attempts of Hospital to independently contract with physician while this contract is in force or for a period of one year after the termination of the same will constitute a material breach of this contract. However, Hospital may pay a recruitment fee of \$10,000 for each physician to be independently contracted by Hospital after the term of this agreement is over.

Total compensation to Contractor under this Agreement on an annual basis shall not exceed \$2,548,000.00.

3.2 Documentation of Level of Service. Each Emergency Physician and Physician Extender shall document appropriately and timely the level of service provided so that Hospital and contractor can appropriately code and bill for medically necessary services.

3.3 Payment Distribution. Hospital shall pay the amounts due to Contractor for services rendered by the fifteenth (15th) of the month for services that were rendered in the prior month. Amounts due shall be based on an actual hours of coverage by physician for that month and shall be submitted no later than the 25th day of the month in which the services are rendered. Any changes occurring after the invoice has been sent will be corrected on the following month's invoice.

3.4 Billing and Collection for Services to Patients. Hospital shall be responsible for the billing and collection of Physician fees for services of Emergency Physicians and Physician Extenders provide to patients.

3.5 Assignment. Contractor, Emergency Physicians, and Physician Extenders assign to the Hospital the sole and exclusive right to bill, collect, and receive the fees for all Facility and Professional fees incurred through the professional medical and clinical services rendered by the Emergency Physicians pursuant to this Agreement. The Emergency Physicians and Physician Extenders agree to be available for consultation at mutually agreeable times to discuss third party billing issues.

3.6 Final Payment. Upon the termination of Agreement, Hospital shall pay Contractor all monies owed for services rendered by the Emergency Physicians prior to the termination date within 15 days after receiving Contractor's final invoice for hours covered up to the termination date.

3.7 Additional Mid-Level Coverage. Contractor agrees to provide additional mid-level coverage in the ED eight (8) hours per week. In addition to 8 hours per week, if requested by Hospital, Contractor will also provide additional Mid-Level coverage for ten (10) hours per day Monday through Friday, as the parties may mutually agree. Hospital agrees to compensate Contractor for this coverage at the rate of \$84.13 per hour, inclusive of all costs, including professional liability insurance, payable monthly, for actual hours covered, in arrears, as invoiced by Contractor for the previous month. Any additional or supplemental coverage shall be provided as mutually agreed. The term mid-level practitioner includes, health care providers such as nurse practitioners, nurse midwives, nurse anesthetists, clinical nurse specialists, or physician assistants are needed.

SECTION IV

TERM AND TERMINATION

4.1 Term of Agreement. The parties agree that the initial term of this Agreement shall be for a term of thirty-six (36) months, commencing on September 1, 2010 and running continuously for the thirty-six month duration unless terminated by either Party for one of the reasons set forth below. Either Party may terminate this Agreement with or without cause or penalty by giving the other Party written notice one-hundred-twenty (120) days prior to desired termination date.

4.2 Removal of Emergency Physicians and Physician Extenders. Hospital may request the immediate discontinued use by Contractor, for purposes of this agreement, of any Emergency Physician or Physician Extender being scheduled by Contractor. Contractor agrees not to schedule said Physician Extender at hospital from that point forward unless mutually agreed upon.

SECTION V

GENERAL PROVISIONS

5.1 Compliance with COBRA/OBRA Regulations. In order to comply with the federal guidelines contained in COBRA/OBRA, Contractor and the Hospital each agree as follows:

(a) All patients entering the ED will be evaluated by the Emergency Physician on duty.

(b) All patients entering the ED shall be triaged by hospital personnel prior or during registration for the ED and those with medical conditions warranting it, will be triaged directly to the treatment area with registration occurring later. No patients will be triaged out of the ED without a medical screening examination by the Emergency Physician except by a Nurse Practitioner following Medical Staff approved protocols.

(c) If a patient's condition warrants hospitalization or definitive specialized care, the Emergency Physician shall admit to a member of the Active Medical Staff or transfer the patient as appropriate.

5.2 Indemnify/Hold Harmless.

(a) By Contractor. Contractor will indemnify and hold Hospital harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys fees, regardless of the outcome of such claim or action) caused by or resulting from negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Contractor's or that of any person providing services hereunder for contractor. To the extent not covered by Hospital's applicable policies of insurance and upon written notice from Hospital, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to Hospital, any such claim or action.

(b) By Hospital. To the extent allowed by law, Hospital will indemnify and hold Contractor harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys fees, regardless of the outcome of such claim or action) caused by or resulting from negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement. To the extent not covered by Contractor's applicable policies of insurance and upon written notice from Contractor, Hospital will resist and defend at its own expense, and by counsel reasonably satisfactory to Contractor, any such claim or action.

(c) Conflicts. Should both Parties assert a claim for indemnification under this provision, each Party shall defend itself vigorously against any and all claims arising under the terms of this Agreement. Should the court with jurisdiction in the underlying case determine one Party is without responsibility, that Party shall be entitled to indemnification under this provision. In the case of a claim for medical negligence, indemnification shall be limited to available coverage of insurance as required by the provisions of this Agreement.

5.3 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Contractor shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. Such records and documents shall be available for inspection for four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontractor other than contracting with Physicians as independent contractors which amounts to \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 (v) (1) of the Social Security Act) and regulations promulgated thereunder. The Parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement.

5.4 Regulatory Requirements. Contractor shall ensure the services being provided and the maintenance and operation of the ED shall be rendered in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third Party payors, having jurisdiction over Hospital. ED practices shall be in compliance with the policies and procedures of Hospital, the applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Emergency Medicine.

5.5 Liability Insurance. Contractor and the Emergency Physicians and Physician Extenders contracted by Contractor to staff the ED agree to carry professional liability insurance in the minimum amounts of One Million and No/100 (\$1,000,000) Dollars per occurrence and Three Million and No/100 (\$3,000,000) Dollars cumulative and to maintain this coverage throughout the term of this Agreement. Contractor shall provide a certificate of insurance to Hospital evidencing such coverage, and shall furnish Hospital with prompt, written notice of cancellation or material change in coverage, said amounts subject to change if Hospital raises its minimum requirements for Physicians on staff.

5.6 Non-Binding Mediation. This paragraph is intentionally blank.

5.7 Attorney's Fees and Costs. Subsequent to a failed mediation, if any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

5.8 Material Change in Law. In the event any material change in any federal or state law or regulation creates a significant likelihood of sanction or penalty based on the terms of this Agreement or would prohibit the Hospital from billing for or receiving payment for any services provided by Hospital, Contractor, Emergency Physicians, or Physician Extenders because of the terms of this Agreement, then upon request of either Party, the Parties hereto shall enter into good faith negotiations to renegotiate the affected provision or provisions of the Agreement to remedy such term or condition. In the event the parties are unable to reach agreement on the affected provision or provisions, so as to bring such provision or provisions into compliance with the law or regulation within sixty (60) days of the initial request for renegotiation, this

Agreement shall terminate upon thirty (30) days written notice or the effective date of such change (whichever is earlier). Each Party hereto expressly recognizes that upon request for renegotiation, each Party has a duty and obligation to the other to renegotiate the affected term(s) in good faith.

5.9 Consent Not Unreasonably Withheld. Where the consent, approval or concurrence of either Party is required, it shall not be unreasonably withheld or delayed.

5.10 Waiver of Provisions. Any waiver of any term or condition herein must be in writing, and signed by the Parties. A waiver of any of the terms and conditions shall not be construed as a waiver of any other terms or conditions herein.

5.11 Severability. The provisions of this Agreement, except for the provisions of Section III, Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion o shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

5.12 Non-Assignment. This Agreement shall not be assigned by either party without written permission by the other party.

5.13 Governing Law/Dispute Resolution. The parties agree that this Agreement 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.

5.14 Modification to Comply with Law. It is the Parties' intention that this agreement meets all conditions and complies in all respects with federal and state law, regulation and administrative rulings and procedures, including, but not limited to, Revenue Procedure 93-19 and Revenue Ruling 69-383, as issued by the Internal Revenue Service, in order to protect and preserve Corporation's tax exemption. The parties declare that this agreement was negotiated at arm's length and agree to negotiate in good faith to modify this agreement in any manner necessary to ensure such compliance.

It is the expectation of Corporation that each Emergency Physician and Physician Extender will use his/her best medical judgment in referring patients to the appropriate Physicians and hospitals in order that the patient will receive the appropriate quality of medical care.

Each Emergency Physicians and Physician Extender provided by Contractor hereunder has not been sanctioned or disbarred by Medicare or Medicaid or other government agencies.

5.15 Notices. Any notices required pursuant to this Agreement must be in writing and deemed delivered when hand delivered, or within three (3) days after such notice is deposited in the U.S. mail by certified mail, return receipt requested, with sufficient postage affixed thereto, and transmitted or addressed as follows (or at such other address as the addressee may from time to time advise in writing):

To Hospital: Cooper Green Mercy Hospital
 1515 6th Avenue South
 Birmingham, Alabama 35223
 Attn: Dr. Sandra Hullett, CEO & Medical Director

To Contractor: Mercy Emergency Physicians, LLP.
 4075 Cooper Ridge Drive
 Traverse City, MI 49684-4796
 Attn: Derik K. King, MD, FACEP

5.16 Compliance with Law.

5.16(1) Contractor shall ensure that the services being rendered by Emergency Physicians and Physician Extender shall be rendered in compliance with all applicable statutes, rules and directives of federal, state and other governmental regulatory bodies including but not limited to Medicare, Medicaid and the applicable standards set by the JCAHO.

5.16(2) EMTALA.

(a) In order to comply with the requirements contained in the federal Emergency Medical Treatment and Active Labor Act, and regulations promulgated thereunder ("EMTALA") and applicable state law, Contractor and Hospital shall comply with the following:

(1) All patients requesting medical evaluation at the Emergency Department, or on the premises en route to the Emergency Department, shall be evaluated and screened by the Physician on duty or a designee as prescribed in Hospital By-Laws.

(2) No patient will be discharged from Hospital by a Physician or Physician Extender without a medical screening examination unless there is a patient refusal of care.

(b) If a patient's condition warrants hospitalization or specialized care, the Physician shall refer the patient to the appropriate staff physician, or his/her designee, or shall arrange an appropriate transfer or referral, as applicable.

5.16(3) HIPAA.

(a) OCHA. Contractor will operate with Hospital and other covered entities providing services within the Hospital in an Organized Health Care Arrangement (OHCA) as defined at 42 C.F.R. §164.501 for the purpose of sharing information that is protected under the federal HIPAA regulations for various healthcare operations purposes. In furtherance of the above, Contractor agrees:

(1) to abide, in activities in or relating to the protected health information of patients in the hospitals, by the terms of the OCHA's joint notice of privacy practices;

(2) to abide, in activities in or relating to the protected health information of patients in the hospitals, by the HIPAA policies agreed to by the hospitals and their medical staff; and

(3) those members of its workforce will receive sufficient training to ensure these agreements are met.

In furtherance of the above, Hospital agrees:

(1) to provide to all patients seeking and receiving medical or clinical treatment from MEP contracted or employed physicians and other clinical providers, a Notice of Privacy Practices (the "Notice") covering the obligations of Covered Entity and Business Associate hereunder, and to obtain from each patient or individual, or their representative, a written acknowledgment that the Notice as required by the Privacy Regulation has been made available.

(2) to inform MEP of any changes in the form of Notice of Privacy Practices (the "Notice") that the Covered Entity provides to patients and individuals and provide the Business Associate with a copy of the Notice currently in use upon request.

(b) Business Associate. Contractor acknowledges that it meets the definition of a "business associate" set forth in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act (hereinafter, the Health Insurance Portability and Accountability Act and its implementing regulations (including, without limitation, the privacy regulations adopted at 45 C.F.R. Parts 160 and 164) as they may be amended from time to time are collectively referred to as "HIPAA"), and that this Agreement is subject to the requirements for business associate contracts with health care providers which involve the use of individually identifiable health information ("Protected Health Information"). Contractor acknowledges that Hospital will be providing Protected Health Information to Contractor in order for Contractor to carry out its obligations under this Agreement. Contractor may use and disclose Protected Health Information only for the purposes of performing its obligations under this Agreement and the proper management and administration of Contractor and not for any other purpose. Contractor shall not use Protected Health Information in any manner that would constitute a violation of HIPAA.

5.17 Exclusive Agreement. This Agreement is an exclusive agreement between the Parties as to the hours covered under this contract and Hospital agrees not to contract for the same service during the term of this contract.

5.18 Non-participants in Medicare/Medicaid. Both Parties agree not to contract with or employ individuals to provide services to Hospital who either are disbarred from or do not participate in the Medicare and/or Medicaid programs.

5.19 Entire Agreement. This Agreement shall constitute the complete agreement of the parties and shall supersede any and all prior agreement(s), whether written or oral by and between the parties. The parties hereto agree that no warranties, inducements or representations exist except as stated herein. The parties agree that this Agreement may not be amended unless in writing, executed by both parties, to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this agreement on the date first above written.

"Contractor"

Mercy Emergency Physicians, LLP.
_____, Managing Partner
Jefferson County Commission
W. D. Carrington, President

"Hospital"

Cooper Green Mercy Hospital
Sandra Hullett, M.D., CEO/Medical Director

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

Jan-25-2011-15

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Care Professional Services to provide collection services on past due patient accounts for FY10-11 at Cooper Green Mercy Hospital. No additional funds required.

CONTRACT N0.1693

PATIENT CREDIT AND COLLECTIONS SERVICES CONTRACT

THIS AGREEMENT entered into this 27th day of September 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and Care Professional Services, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for credit and collections services for Cooper Green Mercy Hospital, hereinafter called

"the Hospital"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No.188-10, dated July 30, 2010, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the operation of the Hospital's Credit and Collections Department as follows:
 - Make and receive collection telephone calls
 - Mail collection bills and letters including statements to insured patients (except for Medicare and Medicaid)
 - In bankruptcy cases, file claim and send copy of bills to court for Chapter 7 and 11 cases.
 - For returned mail, call patient and research for correct address. Correct the address in the computer system, checking to ensure it is located Jefferson County. Inform the appropriate hospital personnel when the new address is not in Jefferson County.
 - Research requests from patients and/or insurance companies for itemized bill and mail bills as requested. For billable accounts, forward the received information to the Insurance Department for claim submission. if an insurance claim is needed and/or indigent care write-off needs to be reversed.
 - Make collection telephone calls and mail letters to attorneys and patients for possible litigation accounts. Mail itemized bills to attorneys when requested. Comply with subpoena requests and appear in court when requested.
 - For self-pay patients referred from the Clinic, Same Day Surgery or other hospital service area, collect deposit and make payment arrangements for balance.
 - Collect returned checks.
 - Staff credit and collections department with a minimum of one (1) and a maximum of two (2) persons (requirement will be subject to the discretion of CGMH).
 - Provide weekly and monthly reports of collection activities.
 - Scrub addresses for validity prior to sending statements, appointment letters and other patient mailings. The using format and wording may be as requested by the Hospital; however, the Firm may use their format as long as it meets the information requirements.
 - At least one staff person on or off site must be bilingual (Spanish/English).
 - Firm must have EDI capability with Cooper Green Mercy Hospital's computer software. Collection activity must be documented in the hospital's computer software system. accounting system. Firm must describe evidence of staff's understanding of HIPPA Regulations.
 - Firm must provide evidence of financial stability and credit worthiness upon request.
 - Firm must provide separate pricing for mail.
 - On a daily basis, update self-pay accounts to add the indigent code and adjust balance to patient's co-pay using the Daily Enrollment Report.
 - Combine multiple accounts on a regular basis.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional credit & collection services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2011. However, Contract may be renewed at the County's option and approval of the Jefferson County Commission for two additional one-year periods not to exceed three (3) full years.
4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:
 - INTERNAL COLLECTIONS: Price: 23.2% of the sums collected
 - Mail Price: 21.4 cents
 - Years 2 & 3 no increase except in the event of postage increase
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 Care Professional Services to subcontract (assign) any portion of this contract, Care Professional Services will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Care Professional Services 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.
(Contract numbered wrong)
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an

independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

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

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

8. COMPLIANCE WITH LAWS: Contractor agrees to comply with all applicable federal, state and local laws and regulations. These laws include, but are not limited to, the Federal Fair Debt Collection Practices (FDCPA), Truth and Lending Act, State and Federal Bankruptcy law. Contractor agrees to obtain and pay all permits, notify proper authorities for inspections and furnish any certificates required for the work.

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. Furthermore, Contractor must understand and adhere to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 and sign a Business Associate Agreement with the Hospital.

10. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement and shall be cause for termination. Upon such termination, the County shall have the right to immediately terminate the contract and withhold payments that are in excess of fair compensation for work completed. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Offeror. Should funding for this contact be discontinued, the County shall have the right to terminate the contract upon written notice to the Offeror.

11. 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: Cooper Green Mercy Hospital
Accounting
1515 6th Avenue South.
Birmingham, AL 35294

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

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

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

amended agreement will be executed.

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

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

W16. REFUND IN THE EVENT OF BREACH: Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination.

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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.

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
Jerry Arnold, President
JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President

COOPER GREEN MERCY HOSPITAL
Dr. Sandral Hullett, CEO

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

Jan-25-2011-16

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Contract between Jefferson County, Alabama and Donald H. Marks M.D. to provide physician services to Cooper Green Mercy Hospital and clinics for the period January 1, 2011 - December 31, 2011 in the amount of \$199,517.00.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between JEFFERSON COUNTY COMMISSION d/b/a COOPER GREEN MERCY HOSPITAL, hereinafter called "the County," and DONALD H. MARKS, MD, hereinafter called "the Contractor". The effective date of this

agreement shall be January 1, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on September 22, 2009, in Minute Book 158, Pages 469, is hereby amended as follows:

Section 2 Term Amend the Terms of Agreement and Authorization to Perform Work paragraph as follows:

This contract will be effective January 1, 2011 through December 31, 2011.

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

CONTRACTOR

Donald H. Marks, MD

COOPER GREEN MERCY HOSPITAL

Sandra Hullutt, MD, CEO/MEDICAL DIRECTOR

JEFFERSON COUNTY COMMISSION

David Carrington, President

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

Jan-25-2011-17

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Contract Renewal No. 1 between Jefferson County, Alabama and SACS Incorporated to provide qualified Electroencephographic Technologist at Cooper Green Mercy Hospital for the period February 1, 2011 - January 31, 2012 in the amount of \$15,000.00.

Contract Renewal No. 1

This Amendment to Contract entered into the 14th day of December 2010, between Jefferson County, Alabama, hereinafter referred to as "the County, and SACS, Incorporated, hereinafter referred to as the "Contractor". The effective date of this agreement shall be February 1, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties, which was approved by the Jefferson County Commission on the 3rd day of March 2010, recorded in Minute Book 159, pages 424-426, is hereby amended as follows:

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

Effective date February 1, 2011, ending date January 31, 2012.

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

Jefferson County Commission

W. D. Carrington, President

Seabe Staton, Jr.

SACS Incorporated

Cooper Green Mercy Hospital

Sandra Hullett, CEO/Medial Director

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

Jan-25-2011-18

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama and Lisa Mullins, to provide registered dietician services to patients with HIV, which increases contract amount by \$8,200 to a total of \$28,200.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and Lisa Mullins Healthcare hereinafter referred to as the "Contractor," is hereby effective on December 6, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties, entered into on Oct 1, 2010, which was approved by the Jefferson County Commission on September 28, 2010, and recorded in Minute Book 160, Page 451, is hereby amended as follows:

Amend the contract amount from twenty thousand dollars annually (\$20,000.00) to twenty eight thousand two hundred dollars (\$28,200.00) annually.

Jefferson County Commission

Cooper Green Mercy Hospital

David Carrington, President

Sandra Hullutt, MD - CEO/Medical Director

Contractor

Lisa Mullins

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

Jan-25-2011-19

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the Annual House Staff Agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama in Birmingham to provide resident staffing for Cooper Green Mercy Hospital and training for UAB residents. The budget amount available for this item is \$1,000,000.00. The total contract amount is \$1,506,624.45, the remainder of the contract (\$506,624.45) falls into FY 2012.

CONTRACT AMENDMENT

This is an Amendment to the Contract by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, (hereinafter referred to as "the Hospital," and) BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA IN BIRMINGHAM/ANNUAL HOUSE STAFF AGREEMENT, (hereinafter referred to as "the Contractor," is hereby effective on July 1, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend the Contract.

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

The Contract between the parties entered into on the 1st day of October, 2005 which was approved by the Jefferson County Commission on February 28, 2006 and recorded in Minute Book 150, Page(s) 369-372, is hereby amended as follows

Article VII Extend the completion date of this contract from July 01, 2010 through June 30, 2011.

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

Jefferson County Commission

Cooper Green Mercy Hospital

David Carrington, President

Sandra Hullett, MD

County Commissioner

CEO/Medical Director

JEFFERSON CLINIC, PC

Rick Player, MD

President

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

Brown, Stephens, Bowman, Carrington and Knight.

Jan-25-2011-20

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Augmentation, Inc. to provide consulting dietician services at Jefferson Rehabilitation & Health Center for the period February 1, 2011 - January 31, 2012 in the amount of \$10,000.00. The budget amount available for this item is \$10,000.00. Currently there is not a dietician on staff to fill this critical need position.

AMENDMENT TO CONTRACT

AMENDMENT NO.1

This Amendment to the Contract entered into this 1st day February, 2011 by and between Jefferson County, Alabama, through the Human Resources (hereinafter referred to as the "County Commission"), and Augmentation, Inc. (hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 23rd day of March 2010, and recorded in Minute Book 159, Pages 422-424, is hereby amended as follows:

Amend the Terms of Work paragraph as follows:

This contract will be effective February 1, 2011 through January 31, 2012.

The Contract may be renewed annually at the County's option for one additional year term, if mutually agreed upon by both parties. All other terms and conditions of the original contract remain the same.

Jefferson County, Alabama

W. D. Carrington

President, Commissioner

CONTRACTOR:

Patti Holt, Director

Augmentation, Inc.

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

Jan-25-2011-21

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and SureQuest Software System's, Inc. to provide Three Squares Dietary Management software for the period July 1, 2010 - June 31, 2011 in the amount of \$2,244.

CON NO: 2123

AMENDMENT TO CONTRACT NO.1

This is an Amendment to the Contract by and between Carlette Smith, Interim Director of Jefferson Rehabilitation and Health Center (hereinafter referred to as the "JRHC"), and SureQuest Systems, Incorporated, (hereinafter referred to as "the Contractor"). The effective date of this amendment shall be July 1, 2010.

WITNESSETH:

WHEREAS, the parties desire to amend the Contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree to amend the above referenced Contract as follows:

Amend the Contract to allow for the assignment of the contract to Jefferson County, Alabama (hereinafter "The County"). The parties hereby acknowledge the County will be responsible for payment of the maintenance fee in the amount of \$2,244.00.

Amend the term of the contract as follows: the contract will be effective July 1, 2010 through June 30, 2011.

Amend the Termination Clause to include as follows: This contract shall allow the County to terminate the contract upon (30) days written notice to contractor.

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

Jefferson County, Alabama

W. D. Carrington

President, Commissioner

CONTRACTOR:

T J. Sudderth

SureQuest Systems, Incorporated

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

Jan-25-2011-22

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 2 to the agreement between Jefferson County, Alabama and GKL Companies, Inc., for Re-Roofing Project No. 1 at Jefferson Rehabilitation & Health Center and at the Office of Senior Citizen Services, which is a final deductive change order of \$8,872.39 to the agreement. This reduces the original contract amount from \$279,008.00 to final amount of \$270,131.61.

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

Jan-25-2011-23

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that eight (8) TDD 2700 machines be declared surplus and removed from inventory. The machines are identified as follows: AT&T TDD 2700; Serial Numbers 2700-18326, 18330, 18331, 18338, 18392, 18394, 18395 and M4-32505.

BE IT FURTHER RESOLVED that the machines be donated to the Alabama Institute for Deaf and Blind.

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

Jan-25-2011-24

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Tracy Luke, Program Assistant, Cumberland School of Law for use of courtrooms at the Courthouse on February 18, 19 and 20, 2011. Cumberland is hosting the Regional rounds of the National Trial Competition and would like to use the courtrooms from Friday, February 18th from 5 PM until 10 PM; from 7 AM until 7 PM on Saturday and from 7 AM until 7 PM on Sunday, be and hereby is approved. There will be 24 teams, over 500 individuals participating from law schools in the South East.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for two Security Officers to be assigned to this event for the times listed above, be and hereby is approved. The cost of the salaries for the Security Officers will be reimbursed by the Cumberland School of Law. The estimated reimbursable expenses incurred to provide Security during this event is \$1,800.32.

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

Brown, Stephens, Bowman, Carrington and Knight.

Jan-25-2011-25

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to re-appoint Dr. Stephanie Hightower to serve on the Medical Examiner's Commission, beginning in February 2011 and ending in January 2014, be and is hereby approved.

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

Jan-25-2011-26

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2010 Action Plan; and

WHEREAS, it is necessary to amend the grant agreements to incorporate award terms required by the U. S. Office of Management & Budget. The total allocation for Jefferson County remains at \$3,340,052.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Amendment to the HUD Grant Agreements.

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

Jan-2511-2011-27

WHEREAS, a mortgage was executed by John McMiller, dated May 30, 1996, and recorded in Real 9661 page 5449 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

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

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

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

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

Jan-25-2011-28

WHEREAS, a mortgage was executed by John McMiller, dated May 30, 1996, and recorded in Real 9661 page 5450 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

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

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

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

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

Jan-25-2011-29

WHEREAS, Jefferson County has an Agreement with Greater Birmingham Habitat for Humanity for the development of affordable housing using Federal HOME funds; and

WHEREAS, homes have been developed under said Agreement in the North Smithfield area of Jefferson County and sold to Luis Alvarado and Maria De La Luz Trejo, Cylenthia Brown, Melissa Bruce, Shay L. Cook, Angela Everson, Evelyn J. Henderson, Ella T. Howard, and Erica Storey.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Loan Agreements for the above referenced homebuyers.

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

Jan-25-2011-30

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

WHEREAS, homes have been rehabilitated under said Agreement and sold to Kevin M. Green and Tatiana R. Green, Rheanna Marie Poe and Corley Evans Poe, Samuel Spindle and Annie Spindle, Velveeta D. Tate, and Lakeeshia V. Westry.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Loan Agreements for the above referenced homebuyers.

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

Jan-25-2010-31

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP).

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

Jan-25-2011-32

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP) from the Community Development Block Grant Program.

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

Jan-25-2011-33

BE IT RESOLVED by the Jefferson County Commission that Amendment No. 2 to the Agreement between the Jefferson County Housing Authority and the Jefferson County Commission for Fair Housing Counseling Services originally executed on October 6, 2009 is hereby approved and that the President is authorized, directed and empowered to execute said Amendment No.2. The purpose of Amendment #2 is to extend the term of the current agreement and to revise the compensation language to state that reimbursement "shall be payable upon receipt following approval from the Jefferson County Office of Community and Economic Development". No additional funds are required.

AMENDMENT #2 TO CONTRACT

CD09-05J-E50H0-FHC

This is an Amendment #2 to the Contract by and between Jefferson County, Alabama through the Office of Community Development, hereinafter called "the County", and Jefferson County Housing Authority, hereinafter called "JCHA" to provide Fair Housing Counseling Services" for residents of the Jefferson County Community Development Consortium which consists of all of Jefferson County outside of the cities of Birmingham, Hoover, County Line, Bessemer, West Jefferson, Sumiton, Argo and Helena. This Contract was executed on October 6, 2009 and amended on December 8, 2009.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on October 6, 2009, in Minute Book 158, Pages 505 and amended on December 8, 2009, in Minute Book 159, Page 90 is hereby further amended as follows:

THIS Agreement is made and entered into this 6th day of October, 2009 by and between Jefferson County, Alabama, hereinafter called the "COUNTY" and Jefferson County Housing Authority hereinafter referred to as "SUB-RECIPIENT" or "Contractor" in an amount not to exceed \$50,000.00 and which shall terminate on or before the 30th day of March, 2011, unless amended by written instrument as provided for herein. The effective date of this agreement shall be October 1, 2009.

Item IV. Amend the Compensation paragraph as follows:

Reimbursement shall be payable upon receipt following approval from the Jefferson County Office of Community & Economic Development.

Item X. Amend the Time of Performance paragraph as follows:

The effective date of this agreement shall be the date of execution by the Jefferson County Commission. The time of performance of this agreement shall be through March 30, 2011 unless amended by written instrument as provided for herein.

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

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

CONTRACTOR
Lewis McDonald, Executive Director
Jefferson County Housing Authority

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

Jan-25-2011-34

A RESOLUTION RETIRING A COUNTY UNIT AND PLACING ONE RETIRED COUNTY UNIT BACK INTO SERVICE

WHEREAS, the County Fleet Manager has determined that unit B011342 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, B013104, be placed back into service replacing the above referenced unit for use by Bessemer Maintenance Camp.

BE IT FURTHER RESOLVED that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 960' of buried service wire at 770 Lannie Bonner Circle in the Pleasant Grove area
2. AT&T to install 582' of buried service at 6128 Judy Drive in the Pinson area
3. AT&T to install 562' of buried copper cable at 2680 Corner Road in the Corner area
4. Access Fiber Group to install 1,000' of conduit along Rocky Ridge Lane in the McCalla area
5. Access Fiber Group to install 1,500' of conduit along Savanna Park in the Acton Road area
6. AT&T to install 513' of cable at Lakeside Drive in the Bessemer area
7. AT&T to install 2,286' of aerial and buried cable beginning at 3201 Magnolia Avenue in the Pinson area

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

Jan-25-2011-35

ORDINANCE NUMBER 1796

AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION
TO PROHIBIT ANY PERSON FROM DRIVING ANY VEHICLE
IN EXCESS OF STATED SPEEDS AT THE PLACES DESCRIBED ON
EAST BAYONNE DRIVE & WEST BAYONNE DRIVE
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any vehicle in excess of the rate of speed on that part of East Bayonne Drive and West Bayonne Drive lying within Jefferson County and outside any municipality hereinafter indicated:

- (a) 20 Miles Per Hour. At the following location on East Bayonne Drive shall be unlawful for any person to drive any vehicle

at a rate of speed in excess of 20 miles per hour:

EAST BAYONNE DRIVE FROM HEFLIN AVENUE TO LILLIE STREET

(a) 25 Miles Per Hour. At the following location on West Bayonne Drive shall be unlawful for any person to drive any vehicle at a rate of speed in excess of 25 miles per hour:

WEST BAYONNE DRIVE FROM HEFLIN AVENUE TO LILLIE STREET

Section 2. A person convicted of violating this ordinance shall be subject to the punishment for a Title 32, Chapter 5A, Section 8, Alabama Code of 1975.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

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

Jan-25-2011-36

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: December 20, 2010
Purpose: Pay A-Z Storage, L.L.C. for Acquired Right-of-Way Acquisition
0.049 acres (more or less) and 0.066 acres (more or less) TCE
Tract No. 13 of Sweeney Hollow Road @ Baggett Drive, Tyler Loop Road and North Brewster
Topics Phase VII, - Site 5 - Project No. STPBH-9802(904) Agent: James F. Henderson
Price: \$9,000.00
Pay to the order of A-Z Storage, L.L.C.
Mailing Address: 500 Southland Drive (Suite 212)
Birmingham, AL 35226

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

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

Jan-25-2011-37

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama, and the U.S. Department of Health and Human Services to make application for participation in the Early Retiree Reinsurance Program (ERRP).

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

Jan-25-2011-38

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to sign an amendment to the agreement between Jefferson County, Alabama, and Optum Health to approve the name change of the health insurance stop loss carrier to reflect the parent name of National Benefit Resources, Inc.

AMENDMENT TO CONTRACT NO. 1

This Amendment to the Contract by and between Jefferson County, Alabama, hereinafter referred to as "the County" and National Benefit Resources, Inc., hereinafter referred to as "the Contractor".

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract.

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

AMEND NAME OF CONTRACTOR as follows: NATIONAL BENEFIT RESOURCES, INC.

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

Jefferson County, Alabama

David Carrington, President

Jefferson County Commission

Diane S. Wells

VP Stop Loss Product Owner

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

Jan-25-2011-39

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 4-inch gravity main sewer in U.S. Highway 11 in the City of Fairfield.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Jeffery S. Cole - Vice President of Real Estate, Waffle House, Inc., W. H. Capital, LLC for the construction of a sanitary sewer in the right-of-way of U.S. Highway 11 in the City of Fairfield, at no cost to the County.(Waffle House)

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

Project Number:

Permit No.

P.E.

R.O.W.

Utilities

Construction

Maintenance Section

Location of Accommodation: Milepost 128.7 to 128.7

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

WITNESSETH

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

approximately 32 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 11 ROW in the City Of Fairfield; and

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

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

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Non-point Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.
The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.
5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.
7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.
The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.
8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.
9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.
10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.
11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.
12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.
13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.
14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.
15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.
16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS. APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

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

Jefferson County Commission

Environmental Service Department

WITNESS:

W. D. Carrington

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this ____ day of _____, 20__, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and W. H. Capital, LLC (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing a portion of to U.S. Highway 11 near the intersection with Aaron Aronov Drive; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "state property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

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

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

1. The purpose of this subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefitted Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.

2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for installation of a 4 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing a portion of to U.S. Highway 11 near the intersection with Aaron Aronov Drive, which drains to the Valley Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).

5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A).

6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse the County for the cost of any such work.

7. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns. Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this ____ day of

_____, 20 ____.

W. H. Capital, LLC

Jeffery S. Cole - Vice President of Real Estate, Waffle House, Inc.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Jan-25-2011-40

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

(2010)

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

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

DECEMBER 1 CUT-OFF DECEMBER BOARD OF ZONING ADJUSTMENT
December 6 P&Z Zoning Case Tour
DECEMBER 9 PLANNING AND ZONING HEARING
DECEMBER 14 CUT-OFF FOR JANUARY REZONING & SUBDIVISIONS
DECEMBER 14 COUNTY COMMISSION ZONING HEARING
DECEMBER 27 BOARD OF ZONING ADJUSTMENT HEARING
DECEMBER 28 COUNTY COMMISSION ZONING HEARING
DECEMBER 29 CUT-OFF JANUARY BOARD OF ZONING ADJUSTMENT

2011

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

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

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

April 11 P&Z Zoning Case Tour

APRIL 12	COUNTY COMMISSION ZONING HEARING
APRIL 12	CUT-OFF FOR MAY REZONING & SUBDIVISIONS
APRIL 14	PLANNING AND ZONING HEARING
APRIL 25	BOARD OF ZONING ADJUSTMENT HEARING
APRIL 26	BESSEMER COURTHOUSE - Jefferson County Commission
APRIL 27	CUT-OFF FOR MAY BOARD OF ZONING ADJUSTMENT
May 9	P&Z Zoning Case Tour
MAY 10	COUNTY COMMISSION ZONING HEARING
MAY 10	CUT-OFF FOR JUNE REZONING & SUBDIVISIONS
MAY 12	PLANNING AND ZONING HEARING
MAY 23	BOARD OF ZONING ADJUSTMENT HEARING
MAY 24	COUNTY COMMISSION ZONING HEARING
JUNE 1	CUT-OFF FOR JUNE BOARD OF ZONING ADJUSTMENT
June 6	P&Z Zoning Case Tour
JUNE 9	PLANNING AND ZONING HEARING
JUNE 14	COUNTY COMMISSION ZONING HEARING
JUNE 14	CUT-OFF FOR JULY REZONING & SUBDIVISIONS
JUNE 27	BOARD OF ZONING ADJUSTMENT HEARING
JUNE 28	COUNTY COMMISSION ZONING HEARING
JUNE 29	CUT-OFF FOR JULY BOARD OF ZONING ADJUSTMENT
July 11	P&Z Zoning Case Tour
JULY 12	COUNTY COMMISSION ZONING HEARING
July 12	CUT-OFF FOR AUGUST REZONING & SUBDIVISIONS
JULY 14	PLANNING AND ZONING HEARING
JULY 25	BOARD OF ZONING ADJUSTMENT HEARING
JULY 26	BESSEMER COURTHOUSE - Jefferson County Commission
JULY 27	CUT-OFF FOR AUGUST BOARD OF ZONING ADJUSTMENT
August 8	P&Z Zoning Case Tour
AUGUST 9	COUNTY COMMISSION ZONING HEARING
AUGUST 9	CUT-OFF FOR SEPTEMBER REZONING & SUBDIVISIONS
AUGUST 11	PLANNING AND ZONING HEARING
AUGUST 22	BOARD OF ZONING ADJUSTMENT HEARING
AUGUST 23	COUNTY COMMISSION ZONING HEARING
AUGUST 31	CUT-OFF FOR SEPTEMBER BD OF ZONING ADJUSTMENT
September 6	P&Z Zoning Case Tour (Tuesday, Monday Labor Day Holiday)
SEPTEMBER 8	PLANNING AND ZONING HEARING
SEPTEMBER 13	COUNTY COMMISSION ZONING HEARING
SEPTEMBER 13	CUT-OFF FOR OCTOBER REZONING & SUBDIVISIONS
SEPTEMBER 26	BOARD OF ZONING ADJUSTMENT HEARING
SEPTEMBER 27	COUNTY COMMISSION ZONING HEARING
SEPTEMBER 28	CUT-OFF FOR OCTOBER BOARD OF ZONING ADJUSTMENT
(Projected)	
(Dates are subject to change, by adoption of the 2011-2012 calendar, pending establishment of the 2011-2012 holidays by the Jefferson County Commission.)	
October 10	P&Z Zoning Case Tour
OCTOBER 11	COUNTY COMMISSION ZONING HEARING
OCTOBER 11	CUT-OFF FOR NOVEMBER REZONING & SUBDIVISIONS
OCTOBER 13	PLANNING AND ZONING HEARING
OCTOBER 24	BOARD OF ZONING ADJUSTMENT HEARING
OCTOBER 25	BESSEMER COURTHOUSE - Jefferson County Commission
NOVEMBER 2	CUT-OFF FOR NOVEMBER BOARD OF ZONING ADJUSTMENT
November 7	P&Z Zoning Case Tour
NOVEMBER 8	COUNTY COMMISSION ZONING HEARING
NOVEMBER 8	CUT-OFF FOR DECEMBER REZONING & SUBS
NOVEMBER 10	PLANNING AND ZONING HEARING
NOVEMBER 11	HOLIDAY – COURTHOUSE CLOSED
NOVEMBER 22	COUNTY COMMISSION ZONING HEARING
NOVEMBER 23	CUT-OFF DECEMBER BOARD OF ZONING ADJUSTMENT
NOVEMBER 28	BOARD OF ZONING ADJUSTMENT HEARING
December 5	P&Z Zoning Case Tour
DECEMBER 8	PLANNING AND ZONING HEARING
DECEMBER 13	CUT-OFF FOR JANUARY REZONING & SUBDIVISIONS
DECEMBER 13	COUNTY COMMISSION ZONING HEARING
DECEMBER 19	BOARD OF ZONING ADJUSTMENT HEARING – 3rd MONDAY Due to 4th Monday being a holiday
DECEMBER 27	COUNTY COMMISSION ZONING HEARING
DECEMBER 28	CUT-OFF JANUARY BOARD OF ZONING ADJUSTMENT

CUT-OFF FOR BZA APPLICATION IS MINIMUM 26 DAYS PRIOR TO THE HEARING
CUT-OFF FOR P&Z APPLICATION IS MINIMUM 30 DAYS PRIOR TO THE HEARING

BZA notices are mailed ten days prior to the hearing date (on a Friday)
P&Z Zoning notices are mailed fourteen days prior to the hearing date (on a Thursday)
P&Z Subdivision certified letters are mailed seven days prior to the hearing date (on a Thursday)
JCC Zoning notices to property owners & certified letters to applicant(s) are mailed fifteen days prior to the hearing date (on a Monday)
*** JCC 1st zoning hearing scheduled for Tuesday following P&Z hearing (when JCC is NOT at Bessemer)

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

Jan-25-2011-41

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Mikes Quick Stop, Inc., Ravinder Kaur & Manjeet Singh, members/operators, applicant; d/b/a Quick Stop located at 7757 Highway 75, Pinson, AL 35126, for the off-premise retail beer and retail wine license, be and hereby is approved.

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

Jan-25-2011-42

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

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

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

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

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

Z-2010-017 Jefferson County Board of Education, owners; Whit Colvin, agent. Change of zoning on parcel ID#'s 31-9-3-0- part of 1 & 31-9-4-0- part of 1 in Section 9 Twp 18 Range 5 West from I-3 (Industrial) to INSTITUTIONAL-1 for an elementary school. (Case Only: 770 McClain Road; Bessemer, AL 35023) (CONCORD) (33 Acres M/L)

RESTRICTIVE COVENANTS:1. left and right turn lanes shall be provided on Warrior River Road, and a right turn lane on McClain Road, each in accordance with the specifications of the Department of Roads and Transportation; and, 2. sidewalks shall be installed where feasible.

Z-2010-019 JDW Properties II, LLC, owners; J. Coleman Williams, agent. Change of zoning on parcel ID#'s 43-10-1-0-3 & 43-11-2-0-12 in Sections 10 and 11 Twp 20 Range 5 West from A-1 (Agriculture) to C-1 (Commercial) for a gas station and convenience store. (Case Only: 5900 McAshan Dr; McCalla, AL 35111) (McCALLA)(1.7 Acres M/L)

RESTRICTIVE COVENANTS:1. driveways shall be located as shown on the site plan presented at the September 9, 2010 hearing of the Planning & Zoning Commission, and shall be designed and constructed in accordance with the specifications of the Department of Roads and Transportation; 2. the exterior design of the proposed store and canopy, as well as all signage on the property, shall be in accordance with the architectural style and site plan presented at the September 9, 2010 hearing of the Planning & Zoning Commission; and, 3. any additional development, construction or other improvements to be made

on either parcel included in this rezoning shall be subject to prior approval by the Jefferson County Planning and Zoning Commission.4. reversionary clause.

Z-2010-025 Jefferson County Commission, owners; Keith Brooke, agent. Change of zoning on parcel ID# 13-28-3-1-2 in Section 28 Twp 16 Range 2 West from I-4 (Industrial Park) to INSTITUTIONAL-2 for housing for special needs and elderly. (Case Only: 3900 Industrial Parkway; Birmingham, AL 35217) (KETONA) (20 Acres M/L)

RESTRICTIVE COVENANT: a commercial class driveway, designed and constructed in accordance with the specifications of the Department of Roads & Transportation, shall be installed.

Motion was made by Commissioner Brown seconded by Commissioner Stephens that Z-2010-017, Z-2010-019 and Z-2010-025 be approved. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

Jan-25-2011-43

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Robert A. Drake to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services (OPS) and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
 Date W.D. Carrington, President
 Jefferson County Commission
 Date Brandon K. Falls, District Attorney
 Birmingham Division
 Date Robert A. Drake, Deputy District Attorney
 Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
 W. D. Carrington, President
 Jefferson County Commission
 Brandon K. Falls, District Attorney
 Robert A. Drake, Deputy District Attorney

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

Jan-25-2011-44

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

TRANSFERS:

<u>FLEET - TRANSFER REQUESTS</u>	<u>FROM DEPT:</u>	<u>TO DEPT:</u>
160000004616	PU 6K F150 98 (B981201)	5450 2601
160000004636	PU 6K 4x4 1500 98 (B983508)	5450 2601
160000000490	CAB & CHASSIS	5450 2601
160000000568	SKID STEER LOADER	5450 2601

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

Jan-25-2011-45

Budget Amendment Revision

WHEREAS, § 11-8-3, Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the fiscal year commencing October 1, 2010, and ending September 30, 2011 and to appropriate for the various purposes the respective amounts; and

WHEREAS, said County Commission has carefully reconsidered the requirements for each department in the county government and has revised the Fiscal Year 2010-2011 Operating/Capital Budget to an amount totaling \$732,130,836 for the following funds:

General Fund	235,229,080
School Warrant Fund	77,174,000
Community Development Fund	2,860,821
Capital Projects	10,782,953
Capital Road Projects	7,198,821
Public Building Authority	5,351,000
Cooper Green Hospital Fund	85,282,772
Jefferson Rehabilitation and Health Center Fund	11,000,000
Sanitary Operations Fund	264,951,792
Community Development Home Program Fund	1,129,858
Emergency Management Agency Fund	1,342,298
Pension Board Fund	664,501
Debt Service Fund	29,162,940
TOTAL OPERATING BUDGET	732,130,836

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Highway Maintenance Materials and Supplies of the Jefferson County Road Fund and the Capital Improvements Fund are not transferable to any other operating fund category of expenditures.

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the above revisions to the Fiscal Year 2010-2011 Operating/Capital Budget are hereby approved.

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

Jan-25-2011-46

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Symco Group, Inc. to provide Unisys mainframe hardware and software maintenance for the period 12/01/2010 – 11/30/2011 in the amount of \$192,948.

CONTRACT NO. CON-00001806

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 29th October, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and SYMCO GROUP INC called "the Contractor". The effective date of this agreement shall be December 1, 2010.

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

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for Bid No. 3-11 The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from SYMCO GROUP INC Corporation constitutes essential components of this Contract and is adopted herein by reference. Those three components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services are as follows:

<u>DESCRIPTION CATEGORY I</u>	<u>PRICE</u>
Unisys NX6830-PL5-Software	
Monday-Friday from 8:00 am - 5:00 m (5x9x4)	80,004.00 Annually
Cost of after hours, time and materials	275.00 hour
<u>DESCRIPTION CATEGORY II</u>	<u>PRICE</u>
Unisys NX6830-PL5-Hardware	
Monday-Friday from 8:00 am - 5:00 m (5x9x4)	92,937.60 Annually
Cost of after hours, time and materials	275.00 hourly

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render professional services to the Department of Information Technology 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. COMPENSATION: The Contractor shall be compensated for services rendered at a cost shown on Item 2: Scope of Services payable monthly per submission of invoice. Payment terms are Net 30 days after receipt of invoice.

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

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

7. 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. 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.

10. 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.

11. 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.

12. 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.

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

15. 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.

16. 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.

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

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

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

WITNESSES: SYMCO GROUP INC
Chip Corley

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

Jan-25-2011-47

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Truetel Communications to provide Blackberry license, application and server support for the period January 1, 2011 - December 31, 2011 in the amount of \$7,204.19.

CONTRACT NO 2079

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st November 2010, by and between Jefferson County Alabama d/b/a Information Technology Department thereafter called "the County", and TRUETEL COMMUNICATIONS called "the Contractor". The effective date of this agreement shall be January 1, 2011.

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

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the goods and services support hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Information Technology Department's request for Annual Blackberry support. This contract documents constitute the entire agreement between the parties. The scope of services and support are as follows, but not limited to:

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ITEM NO.</u>	<u>QTY</u>	<u>PRICE</u>	<u>EXTENDED PRICE</u>
	BES Advantage Program				
1	To include 1-30 Active cals	Y74278	1	1,349.10	1,349.10

2	BES Advantage per cal				
	31-99 Active cal	Y74280	69	24.30	1,676.70
3	BES Advantage per cal				
	100-499 Active cal	Y74281	181	23.09	4,178.39
				GRAND TOTAL	\$ 7,204.19

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

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

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

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

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

CONTRACT NUMBERED WRONG THROUGH REST OF CONTRACT

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. and the County will not be obligated for same under this contract.

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. 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.

10. 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.

11. 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.

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

1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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. 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.

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

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA
David Carrington, President, Jefferson County Commission
TRUETEL COMMUNICATIONS
_____, Truetel Communications Representative

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

Jan-25-2011-48

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Computer Products & Supplies International to provide HP Jukebox hardware maintenance for the period January 1, 2011 - December 31, 2011 in the amount of \$2,587.48.

CONTRACT NO.: 2038

PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT entered into this 15th January 2011, by and between Jefferson County Alabama, hereinafter called "the County", and COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL called "the Contractor". The effective date of this agreement shall be January 1, 2011.

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

WHEREAS, the Contractor desires to furnish said professional service to the County;

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

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

2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for Annual Maintenance for HP Jukebox C 1105M. The contract describes the scope of services called for and constitute the entire agreement between the parties. The Scope of Services is as follows:

<u>PRODUCT DESCRIPTION</u>	<u>ANNUAL PRICE</u>
HP JUKEBOX C 1105M	
PART NO. UA730PE	
NEXT BUSINESS DAY POST WARRANTY 9 X 5	\$2,587.48

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

4. COMPENSATION: The Contractor shall be compensated for the professional service and support a sum of \$ 2,587.48; payment terms are Net 30.

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

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

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

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

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

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

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

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

13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and

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

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

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

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

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

David Carrington, President - Jefferson County Commission

WITNESSES:

COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL

Sandi Falsetti - National Accounts Manager

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

Jan-25-2011-49

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Dell Marketing L.P. to provide LANDesk management software maintenance for FY10-11 in the amount of \$43,812.

CONTRACT NO: 2023

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st November 2010 by and between Jefferson County Alabama, hereinafter called "the County", and DELL MARKETING LP. called "the Contractor". The effective date of this agreement shall be October 1, 2010.

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

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

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

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

2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for BID No. 6-11 The requirements of the BID in its entirety are adopted herein by reference. The response from DELL MARKETING LLC to the BID No. 6-11 requirements are the components of this CONTRACT describes the scope of services called for and the Response contains the statements and representations,of the Contractor, thereto. The entire response from DELL MARKETING LP. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods and Services are as follows, but not limited to:

DESCRIPTION	<u>MFG #</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
LANDESK® ANTI-VIRUS MANAGER-SUBSCRIPTION ADD-ON TO LDMS, LDSS, OR LDPM-12 MONTHS	LDAV-S	2800	\$ 5.74	\$ 16,072.00
LANDESK® MANAGEMENT SUITE MAINTENANCE 12 MONTHS	LDMS-PM-A	2800	\$ 6.81	\$ 19,068.00
SUBTOTAL-MAINTENANCE RENEWAL FOR EXISTING LICENSES				\$ 35,140.00
LANDESK© MANAGEMENT SUITE LANDESK® MANAGEMENT SUITE MAINTENANCE 11 MONTHS	LDMS-L	200	\$ 32.91	\$ 6,582.00
LANDESK® ANTI-VIRUS MANAGER-SUBSCRIPTION ADD-ON TO LDMS, LDSS, OR LDPM-11 MONTHS	LDAV-S	200	\$ 6.23	\$ 1,134.00
SUBTOTAL -ADDITIONAL LICENSES WITH CO-TERM MAINTENANCE				\$ 8,672.00

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

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

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

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

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

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

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

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

11. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in

performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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

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

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

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

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA
David Carrington, President
Jefferson County Commission

WITNESSES:

DELL MARKETING LP
Lesley Braun

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

Jan-25-2011-50

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment No. 1 to the agreement between Jefferson County, Alabama and Troy Group, Inc. to provide Troy MICR laser printer (SAP) maintenance for the period December 15, 2010 - December 14, 2011 in the amount of \$2,520.

CONTRACT NO.: 2103

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of December, between Jefferson County, Alabama, hereinafter referred to as "the County, and Troy Group, Inc. hereinafter referred to as the "Contractor" to provide Maintenance for (SAP) Troy-HP 4350 MICR Printers (Serial no. CNRXB-90180, CNRXB-90179, CNRXB-44659, and CNRXB-44304).

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Commission on February 10, 2009 and recorded in Minute Book 157, Page 429 -431 is hereby amended as follows:

Item 1. Amend Term of Contract: The term of this contract shall be extended from December 15, 2010 to December 14, 2011.

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

JEFFERSON COUNTY COMMISSION

Jefferson County Commission

David Carrington, President

CONTRACTOR

Troy Group, Inc.

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

Jan-25-20110-51

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Access IT Group, Inc. to provide hardware/software maintenance on servers and new server license for remote users for the period January 1, 2011 - December 31, 2011 in the amount of \$9,008.60.

CONTRACT NO.: 2080

PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT entered into this 13th December 2011, by and between Jefferson County Alabama, hereinafter called "the County", and ACCESS IT GROUP, INC called "the Contractor". The effective date of this agreement shall be January 1, 2011.

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

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

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

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

RSA SERVER LICENSE TO INCLUDE THE FOLLOWING:

<u>PRODUCT DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
RSA Authentication Manager Base Edition	50	\$ 85.00	\$ 4,250.00

RSA SeCUrID SID820 Software Token seed 12 months	20	\$ 25.50	\$ 510.00
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ANNUAL MAINTENANCE TO INCLUDE THE FOLLOWING:

<u>PRODUCT DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
RSA SecureCare Software Maintenance/Support	305	\$ 10.92	\$ 3,330.60
RSA SecurCare RSA SecurID Appliance Hardware Maintenance	2	\$ 459.00	\$ 918.00

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

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

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

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

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

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

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

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

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

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

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

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

and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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
David Carrington, President
Jefferson County Commission
ACCESS IT GROUP, INC
Pete Chancellor
Account Manager

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

Jan-25-2011-52

WHEREAS, the Jefferson County Board of Education desires to procure Services from the Jefferson County Sheriff's Office; and
WHEREAS, the Sheriff is an independent, constitutional officer of the State of Alabama; and
WHEREAS, the Jefferson County Board of Education and Sheriff Mike Hale have entered into an agreement to provide these services;
and

WHEREAS, the enhancement of the Sheriffs budget and funds by the Jefferson County Commission will provide the Sheriff the ability to provide these services.

WHEREAS, this agreement is a REVENUE agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the agreement between Sheriff Mile Hale and the Jefferson County Board of Education, providing for the enhanced law enforcement services for the Jefferson County Board of Education is received for information only.

BE IT FURTHER RESOLVED that the Sheriff's Office revenue and expenditure be increased in the amount of \$685,114.07.

AGREEMENT

THIS AGREEMENT made this 14th day of Sept., 2010, by and between the JEFFERSON COUNTY SHERIFF'S OFFIC , a public entity of the State of Alabama (hereinafter sometimes referred to as "Contractor"), herein represented by MIKE HALE, its SHERIFF, duly authorized, and the JEFFERSON COUNTY BOARD OF EDUCATION, a public board of education organized and existing under the laws of the State of Alabama (hereinafter sometimes referred to as "School Board").

RECITALS:

WHEREAS, the Jefferson County Board of Education desires to procure Services from the Jefferson County Sheriff's Office in accordance with the provisions of Attachments I and II attached hereto (on file in the Minute Clerk's office) and incorporated herein by reference ("Services"); and

WHEREAS, Contractor has represented to the School Board that it possesses the skill, knowledge and expertise to provide the

Services.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations herein contained, the parties hereto agree as follows:

I. RECITALS:

The foregoing Recitals are incorporated herein by reference and form an integral part of this Agreement.

II. CONTRACTOR AGREES TO:

Do and perform in a timely manner each and every one of the obligations contained in Attachments I and II, attached hereto, and in conformity with the requirements set forth therein. For these purposes, all of the provisions contained in the aforementioned Attachments I and II are contained herein by reference with the same force and effect as if those said Attachments I and II were herein set out in full.

III. THE SCHOOL BOARD AGREES TO:

Provide assistance to Contractor, as needed, and comply with the requirements contained in Attachments I and II .

IV. CONSIDERATION AND METHOD OF PAYMENT:

Contractor agrees to perform the Services specified in Attachment I and the School Board agrees to timely pay Contractor in accordance with the payment schedule listed in Attachment II, provided that Contractor shall invoice the School Board for each incremental payment when due under the attached payment schedule (Attachment II) and shall provide written certification therewith to the School Board that the staffing and service levels specified in Attachment I have been maintained by Contractor for the billing period. If a lesser level of staffing and/or service has been provided, the reduction of staffing and/or service shall be described in the invoice and the payment for the billing period in question shall be prorated and adjusted so as to reflect the reduction of staffing and/or service.

V. DURATION OF AGREEMENT:

This Agreement is for a period of twelve (12) months commencing on October 1, 2010 and terminating on September 30, 2011. Either party may terminate this Agreement without cause at any time upon giving to the other party thirty (30) days written notice. In the event of termination prior to the termination date specified herein (September 30, 2011), the School Board shall remit to Contractor any unpaid amounts due hereunder, prorated to the revised termination date.

VI. INSURANCE:

The parties hereto acknowledge that the Jefferson County Sheriff's Office is selfinsured for Worker's Compensation, Comprehensive General Liability and Automobile Liability. Contractor will provide a Certificate of Self-Insurance if requested by the School Board.

VII. GENERAL TERMS AND CONDITIONS:

A. The obligations herein assumed by Contractor and the School Board shall be governed by the laws of the State of Alabama and the parties hereto agree to submit to the jurisdiction of the Circuit Court of Jefferson County, Alabama, Birmingham Division.

B. Contractor has provided an invoice schedule in Attachment II with said payment being sent to the attention of Sheriff Mike Hale, Jefferson County Sheriff's Office at 2200 8th Avenue North, Birmingham, Alabama 35203.

C. The School Board shall submit all requests, notices and payments to Contractor through Sheriff Mike Hale at Jefferson County Sheriff's Office at 2200 8th Avenue North, Birmingham, Alabama 35203, or at such other address as Contractor may designate in writing to the School Board.

D. Neither this Agreement, nor any interest herein, nor any claim arising hereunder may be transferred or assigned by Contractor to any other party or parties, without the written approval of the School Board.

E. Contractor hereby expressly agrees and acknowledges that it is an Independent Contractor. As such, it is specifically agreed and understood that the School Board shall not be liable to Contractor, its agents, employees, subcontractors, servants and/or any other person performing services under this Agreement for any benefits, contributions or coverages under the Worker's Compensation Laws of the State of Alabama.. It is further expressly agreed and understood that the School Board shall not be liable to Contractor's agents, employees, subcontractors, servants and/or any other person performing services under this Agreement for losses or damages of any nature or kind, including attorney's fees and costs, any or all of them may sustain as a result of performing the services specified herein or otherwise. Contractor shall also indemnify School Board against all liability and loss in connection with and shall assume full responsibility for the payment of all Federal, State and local taxes or contributions imposed or required by Federal, State or local law or regulation, including, but not limited to, unemployment insurance, occupational tax, social security, and income tax, with respect to Contractor's employees engaged in the performance of this Agreement. Neither Contractor, nor its agents or employees shall be considered employees of the School Board for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto. The School Board is interested only in the result obtained under this Agreement and the manner and means of conducting the work are under the sole control of Contractor in accordance with the terms hereof. None of the benefits provided by the School Board to its employees are available from the School Board to the employees, agents or servants of Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

F. In all hiring or employment made possible by or resulting from this Agreement, Contractor agrees that: (1) there will not be

any discrimination against any employee, or applicant for employment because of race, color, religion, sex, handicap, or national origin; and, (2) where applicable, affirmative action will be taken to ensure that Contractor's employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations for advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, or national origin.

G. This Agreement may be extended on the same terms and conditions as are set forth above or otherwise amended or modified only by mutual written agreement of the parties.

This Agreement, in quadruple original, entered into as of the day and year first written above.

JEFFERSON COUNTY SHERIFF'S OFFICE

MIKE HALE, Sheriff

JEFFERSON COUNTY BOARD OF EDUCATION, an Alabama Public Board of Education

JENNIFER PARSONS, President

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

Jan-25-2011-53

WHEREAS, as of Section 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final reports of the uncollected balances of the 2009 personal property taxes showing the name of every insolvent tax payer from whom he has been unable to collect, the amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission hereby allows the Collector credit for such insolvent taxes as he has been unable to collect and for taxes remaining in litigation and credits him with all County taxes included therein and the President shall certify the same to the Comptroller for the State, which certification shall be reflected by the President's signature upon said Tax Collector's final report.

BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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

Jan-25-2011-54

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the condemnation case styled Jefferson County, Alabama v. Regions Bank, Tract No.7 Probate Court Case No. 208737, in the amount of Twelve Thousand One Hundred Seventy and no/100 (\$12,170.00) Dollars. The Chief Financial Officer is hereby authorized and directed to issue a check payable to " Jeff DeArman, Attorney for Regions Bank" in the amount of \$12,170.00 and forward it to the County Attorney for disbursement.

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

Jan-25-2011-55

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

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

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

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

Unanimous consent was given by the Commissioners to add the following item of New Business.

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)

RECOMMENDED FOR:

1. THE REVENUE DEPARTMENT FROM NCP INCORPORATED, BIRMINGHAM, AL, TO PURCHASE TAX COUPON BOOKS (PRINTING/BINDING AND MAILING) FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000051859 \$89,395.00 TOTAL REFERENCE BID # 142-10

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

Unanimous consent was given by the Commissioners to add the following item of New Business.

Jan-25-2011-56

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the Chief Financial Officer to increase the budget for Probate Court Elections, Fund 6250000000, by \$36,000 bringing the fund balance to \$142,000 to pay invoices related to the November 2, 2010 General Election.

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

Jan-25-2010-57

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County, Alabama Investment Policy, Revised January 2011, be and hereby is approved.

Jefferson County, Alabama
Investment Policy
Revised January 2011

1. General Objectives

The primary objective of the investment program shall be safety. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

The goal of the investment program is to maximize total investment return over the long-term, subject to a sufficient level of safety,

liquidity, and diversification. The objective will be to mitigate credit risk and interest rate risk.

In any case, the investment portfolio will not be used for speculative purposes and risk of principal will be kept to a minimum.

The purpose of the Investment Policy Statement (IPS) is to assist Jefferson County officials in effectively implementing, monitoring and evaluating the investment of County funds.

The investment program is defined in the various sections of the Investment Policy Statement by:

- Stating in a written document the County's attitudes, expectations, objectives and guidelines for investment of all funds.
- Setting forth an investment management structure to facilitate the sound and efficient management of County funds, addressing both the practical aspects of fund management as well as the philosophical. This structure includes defining permissible investments and providing portfolio choices for both short and long duration securities to allow the county officials to be able to tailor asset mixes to meet the needs of the various divisions of the County.
- Developing formalized criteria to monitor, evaluate and establish the basis for comparing the performance results.
- Complying with the due diligence requirements and prudence that experienced investment professionals would utilize, and with all applicable laws, rules and regulations from various local and state political entities that may impact funds.

2. Background

Earnings on investments provide an important source of annual revenue for the County. Consequently, the soundness and success of its investment program is of utmost importance to meet the County's funding needs.

3. Philosophy

Jefferson County manages all of its operations with a philosophy of unity. The County manages its investments with the same philosophy. In order to accomplish the concept of unity, the County must first look at its total cash flows. The County's cash flows are both short and long term in nature. The County's cash flows are both incoming and outgoing. Alabama State laws fragment the various funds available to Jefferson County (e.g. gas taxes, RR, public building taxes, etc.). The County has accomplished the task of combining these diverse funds into a coordinated accounting for its funds. It is in the overall best interest of Jefferson County constituents that the County manages its investments on a unified basis.

The County will have a philosophy of maximizing total return on investing. Just as the County shall unify its cash flow accounting and shall unify the asset and liability portions of its balance sheet, the County shall unify the interest rate returns for the County into a single management interest rate return.

The Jefferson County unified approach to investing provides proper management for these assets in the best interest of Jefferson County constituents.

4. Scope

This policy applies to the investment of all funds.

5. Authority

The Jefferson County Commission is authorized by the Code of Alabama to invest Jefferson County funds. The Jefferson County Treasurer and the Tax Collectors for the Birmingham and Bessemer Divisions, respectfully are also authorized by the Code of Alabama to invest certain specific custodial funds of Jefferson County. The Commission hereby, establishes investment policies and guideline which shall be operated in conformance with federal, state and other legal requirements. The Investment Committee as designated by the Jefferson County Commission maintains the authority to further limit these investment guidelines

6. Implementation

A. Assignments of Responsibility

1. The County Commission will ultimately be responsible for Investment Policy and all security transactions. However, the Investment Committee is designated as responsible for day-to-day investment decisions and activities.

2. The Investment Committee shall consist of:

- Chairman – Jefferson County Commission Finance Committee Chairman
- The County Treasurer
- The County Tax Collector (Birmingham)
- The County Tax Collector (Bessemer)
- The County Revenue Director

B. Prudence

1. The standard of prudence to be used by investment officials will be that of a "prudent person" and at all times will be applied in the context of managing the overall portfolio. The "prudent person" standard, states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The Investment Committee approves the selection of all broker dealers and financial institutions which have been generally

authorized under current federal, state, and local statutes for the purpose of engaging in investments for the County.

C. Selection of Investment Instruments and Institutions

1. An information quotation process may be conducted by the Investment Committee when selecting among investment instruments from approved broker dealers or financial institutions. If a specific maturity date is required for any investment instrument, quotations will be requested for approved instruments which meet the material requirements.

2. When no specific maturity date is required, the most advantageous market yield, in the opinion of the Investment Committee will be selected. Broker dealers and/or financial institutions will be requested to quote a firm price or yield. Generally, deposits or purchases of investment instruments will be made based upon the highest effective yield consistent with policy restrictions; however, transaction cost will also be considered.

D. Execution of Investment Policy

1. The Investment Committee or its designee is authorized to execute security transactions for the investment portfolio. The entire Portfolio activity will be reviewed by the Investment Committee at least monthly. The County Commission will receive an investment summary on a quarterly basis.

7. Liability Management Objectives

- To conform to all applicable federal, state and local legal requirements;
- To adequately safeguard principal;
- To provide sufficient liquidity to meet all operating requirements;
- To obtain the maximum total return, limited by the above and other objectives and influencing factors.

8. Internal Controls

The County shall establish and maintain an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. Such internal controls and compliance therewith shall be subject to review during the annual audit conducted by or on behalf of the Department of Examiners of Public Accounts of the State of Alabama.

9. Transaction Procedures

In order to meet the comprehensive needs of the County, the General Investment Account will be divided into two major portfolios: A Primary Liquidity Portfolio; and a Total Return Portfolio.

The Primary Liquidity Portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Safety of principal and liquidity, at the expense of return on investment, are the foremost objectives of this portfolio.

The objective of the Total Return Portfolio is to generate an investment return, over the long term, higher than the return on assets of the Primary Liquidity Portfolio. However, in seeking higher investment returns, to the Total Return Portfolio the County will be cognizant of objectives in regards to safety of principal and liquidity.

The unified approach to the management of funds that are suitable for the General Investment Account will provide separate accounting for every category of funds that are included in either the Primary Liquidity Portfolio and /or the Total Return Portfolio so that the integrity of the audit system is maintained at every point in time.

The General Investment Account shall be structured with sub-accounts in order to properly account for, and invest restricted funds such as: debt defeasance funds, construction funds and ad valorem tax receipts.

10. Authorized Investment Instruments

The General Investment Account – All funds collected will be deposited immediately and directly into the General Investment Account and will be collateralized by federal government securities held in the County's name by a Federal Reserve Bank.

A. Primary Liquidity Portfolio – as subdivided may consist of the following investment instruments:

1) Treasuries – the County may buy Treasury securities with maturity date of one year or less.

2) Agency Securities – the County may also buy agency securities with maturity date of one year or less.

3) Certificates of Deposit – the County may purchase a certificate of deposit that is collateralized by federal government or federal agency securities. The federal government or agency securities used to collateralize certificates of deposit must be held in the County's name by a Federal Reserve Bank. A non-collateralized certificate of deposit of \$250,000 and under may be purchased if fully insured by FDIC. Certificates of deposit will not exceed one year.

4) Repurchase Agreements (Repos) – Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements.

5) Other Investments – funds may be deposited in a checking account, money market account, or certificate of deposit covered by the Alabama SAFE Program.

B. Total Return Portfolio – as subdivided may consist of the following investment instruments:

1) Treasury Notes/Bonds – The County may purchase Treasury Notes and Bonds.

2) Federal Agencies – (including Mortgage-Backed Securities) – The County may invest in the following federally-sponsored agencies including:

- a) Federal Home Loan Bank
- b) Federal National Mortgage Association
- c) Federal Farm Credit Bank
- d) Federal Home Loan Mortgage Corporation
- e) Student Loan Marketing Association
- f) Government National Mortgage Association

3) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings institutions organized under the laws of the United States or any state thereof, and as further described in paragraph 11-81-21 of the Code of Alabama.

4) Pre-refunded public obligations (municipal bonds) as further defined by paragraph 11-81-21 of the Code of Alabama. Pre-refunded obligations must be 100 percent legally defeased.

5) Common Trust Funds as defined by paragraph 11-81-21 of the Code of Alabama.

11. Prohibited Investment Instruments

It is the County's policy to avoid exotic derivatives or other unseasoned and/or illiquid investments, and in particular the following investment instruments are specifically prohibited:

- Inverse Floaters
- IOs (interest only mortgage-backed securities)
- POs (principal only mortgage-backed securities)
- Z-Tranche Securities (mortgage-backed securities)
- Futures
- Options
- Options on Futures
- Margin Buying
- Leveraging
- Commodities
- Securities lending agreement
- Reverse repurchase agreements

12. Duration Limitations

The County's objective is to match investments with anticipated cash requirements. In measuring cash flows, duration is a much better measure of price volatility than is maturity. Maturity only takes into consideration the final payment and not the size and timing of all interest payments in present value terms. Duration is a measure of the weighted average term to maturity and is calculated by stating all cash flows, both interest and principal, in terms of their present value. The following duration limitations (in years) shall apply:

	Minimum	Target	Maximum
Primary Liquidity Portfolio	0.0	.025	.05
Total Return Portfolio	1.5	3.0	4.5

The target duration guidelines shall be reviewed at least annually by the County and modified as conditions warrant.

13. General Investment Account Benchmarks

Primary Liquidity Portfolio: 90-Day Citigroup U.S. Treasury Bill Index

Total Return Portfolio: Barclays Capital Intermediate Treasury Index

All General Investment Account benchmarks will be reviewed at least annually and adjusted based upon changes in the general Investment Account structure and/or changes in objectives of the General Investment Account, Primary Liquidity Portfolio or Total Return Portfolio.

14. Compliance with Arbitrage Rebate Requirements

The 1986 Tax Reform Act and the subsequent arbitrage rebate regulations imposed new and complex requirements on issuers of tax-exempt debt in terms of tracking the yield differential between the cost of the debt and earnings of the debt proceeds. Failure to perform the calculations correctly could result in the loss of the tax-exempt status of the debt issue. To safeguard against this possibility, the County shall contract with a qualified institution that shall perform all necessary rebate calculations on an annual basis. The County shall rebate the minimum excess earnings to the Federal Government as required by law.

15. Credit Worthiness of Financial Institutions

All financial institutions with which the County conducts business must be credit worthy and shall provide their financial statements to the Jefferson County Finance Department within 120 days after the close of their fiscal year. Security dealers, not affiliated with a bank, may be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers or registered broker dealers that qualify under Securities Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule)....

16. Minority and Community Financial Institutions

From time to time the Jefferson County Commission may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to certain parts of the investment criteria may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the Commission on a consistent basis and will be consistent with state and local law. These types of investment purchases must be approved by a majority of the Investment Committee in advance.

17. Custody and Collateralization

The County shall appoint a custodian(s) for securities chosen through a request for proposal process. Securities will not be held within or under the trading department of any institution.

Eligible securities used for collateralizing deposits shall be held by the custodian bank(s) or trust company(ies) subject to security and custodial agreements.

The security agreement shall provide that eligible securities are to be pledged to secure County deposits as well as accrued interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the County to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the County, such securities shall be delivered in a form suitable for transfer, or with assignment "in blank" to its custodial bank.

The Custodial agreement shall provide the securities held by the bank or trust company, or agent of and custodian for, the County, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing of any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. Such agreement shall include all provisions necessary to provide the County a perfected interest in the securities.

18. Security Valuation

The market value of investments shall be the current value as determined by the custodian bank for the specific portfolio for which it provides custodian services for all bonds, notes, certificates of indebtedness, and repurchase agreements.

Market values will be provided no less frequently than monthly for both the Primary Liquidity Portfolio and the Total Return Portfolio.

Carrington: Item No. 33 is in Commissioner Stephens Committee and is a resolution to approve the Jefferson County Investment Policy. Commissioner Stephens, will you tell the public what this policy is and then I will ask Commissioner Bowman to discuss his point.

Stephens: This is to update an outdated investment policy. Previous policy has been in place since 1996 and many of the policies are outdated and some of the institutions that we were doing business with are out of business. This is a general update of the policy to reflect general market conditions and to be a more inclusive policy for all our institutions. It actually brings the conduit of monies into one policy in order to obtain the most value and return on the County's money.

Bowman: I applauds the investment policy and thinks it is long past that we have one. I commend Commissioner Stephens and his staff for putting it together. In Section 16 of the policy, it talks about the County's investment with minority banks and community-based banks and we make a separate distinction of those. Section 16 implies that the County prefers to invest with large, out-of-state investment firms or banks to the exclusion of community-based banks or minority banks. Given the recent events of a criminal nature involving a large investment houses, major bank failures and bad financial advise, that has left the County on the edge of default we may be better served by looking closer to home by involving state and local banks. Investing our money for federally insured, conversantly managed institutions would help our economy and would meet our stated objective of safety of our funds. My recommendation is that we delete paragraph 16, restate our objectives to consider all firms. In essence, we have one standard of performance that everybody that wants to do business with the County that must meet. We don't have a separate standard for minority banks or community-based banks. Every bank must meet the standard. We should have one standard that everybody has got to meet. No matter what we do at the County, if a bank or investment house meets our standard, then they are eligible to do business with the County. We do not have to specify a different set of standards for minority-based banks or community banks. We have one standard for the County and everybody that qualifies has a chance to do business. I recommend that we take Section 16 out.

Carrington: read Section 16.

Knight: All terms and relationships will be fully disclosed prior to purchase, that does apply to all everybody, does it not?

Stephens: It does and what the intent of Section 16 was, is that there are many institutions in our County that don't meet the reserve requirements that are set forth in this policy. Not because they are minority but due to the size of the institution. We did not want these

institutions to be excluded in investing in County government. Some are just not large enough to take on the enormous amounts of money that our County deposits on a daily basis. The criteria set forth would necessarily be different for them. To exclude them would be bad for the County. One criteria we have is it must be 100% funded. You must have reserve. If we invest \$50 million in a bank and they don't have the liquidity to cover that, we can't invest with them. We can split that up among five community banks and they can cover that. This is a change in the policy and a necessary change to include people of our County. That was the intent of Section 16.

Bowman: Thanks Commissioner for the intent and I am pleased that the Investment Committee considered the full range of banks in this section. I know the intent was to make it inclusive. I want to raise the bar and set the bar to make it fair and equitable for everybody. I just ask that we have one standard for the County and everyone that wants to do business with the County must meet that standard, period and we make not distinction for majority, minority or community-based, out of town, little banks or big banks. We have one standard and everyone must meet that standard. That's my only request.

Knight: The standard should be, this is the people's money we're talking about, the standard should be what is the rate of return, what's the risk and what's the cost. That is the standard.

Bowman: I think we are saying the same thing. Our intent is the same, we want to do the best for the County. This may seem like a very minor point, but we are not taking any business away from any minority banks or any community-based banks, all I'm asking is that we establish one standard for the County.

Carrington: My concern is that the total amount of money invested, we would have to make the rate on capitalization so low that we would be required to distribute our money to many, many, many more places than the intent of the this provision. Where did this language come from?

Stephens: This is a boilerplate... we looked at several investment policies different municipalities and counties all over the country. I have no problem removing this particular item, but at the same time I will not lower the standard of investment for the County.

Bowman: Absolutely not.

Stephens: Which probably means, you will necessarily preclude community banks because they do not have the required capitalization and the liquidity for the reserve. I would prefer that we keep it in. The citizens of the County will be served either way.

Motion was made by Commissioner Bowman to delete Section 16 of the Jefferson County Investment Policy and just have one standard for doing business with the County seconded by Commissioner Stephens.

Carrington: All in favor of the amendment, then we will do the policy separately, all in favor of the amendment say "Aye" Bowman. "Nay" Brown, Carrington, Knight and Stephens.

Carrington: Any further discussion on the Investment Policy? All in favor say "Aye" Brown, Carrington, Knight and Stephens. "Nay" Bowman.

Thereupon the Commission Meeting was adjourned to meet Tuesday, February 8, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk