

STATE OF ALABAMA)

JEFFERSON COUNTY) March 8, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:02 am., David Carrington, President, presiding and the following members present:

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

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

---

The Commission met in Work Session on March 1, and approved the following items to be placed on the March 8, 2011, Regular Commission Meeting Agenda:

- Commissioner Carrington, Administrative Services Committee Items 1 through 9.
- Commissioner Bowman, Health and General Services Committee Items I through VI.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items A through K.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items I through XIV.
- Commissioner Stephens, Finance & Information Technology Committee Items A through U.

Commissioner Stephens introduced Bill Nolan with FTI Consulting to give a presentation regarding a turn around/restructuring plan for the County.

Commissioner Bowman introduced William Floyd with the American Lung Association to give a presentation regarding tobacco program.

Commissioner Carrington gave an update on meeting with officers of the Jefferson County Employees Association.

---

Bid Opening to be held at 10:00 a.m.

---

Mar-8-2011-138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Kenneth Davis to serve on the North Smithfield Manor/Greenleas Heights Fire District Board of Trustees for a five- year term beginning March 1, 2011, be and hereby is approved.

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

---

Mar-8-2011-139

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Bradley S. Brinkley to perform the duties of a Radiation Safety Officer for the period February 17, 2011 - February 16, 2012 in the amount of \$20,000.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and BRADLEY S. BRINKLEY, hereinafter referred to as the "Contractor," is hereby effective on February 17, 2011

as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties was approved by the Jefferson County Commission on the 16<sup>th</sup> day of February, 2010, in the Minute Book 159. Page(s) 330 is hereby amended as follows.

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

This contract will be effective February 17, 2011 through February 16, 2012.

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

Jefferson County Commission

David Carrington, President

Cooper Green Mercy Hospital

Sandra Hullett, MD

CEO/Medical Director

CONTRACTOR

Bradley S. Brinkley, M.S. M.B.A.

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

---

Mar-8-2011-140

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Morris and Dickson Company, LLC to provide pharmaceutical distribution services in the amount of \$8,000,000.

CONTRACT NO. 2286

PHARMACEUTICAL DISTRIBUTION SERVICES FOR COOPER GREEN MERCY HOSPITAL

THIS AGREEMENT entered into this March 8, 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and Morris and Dickson Co, L.L.C., hereinafter called "the Contractor". The effective date of this agreement shall be 1<sup>st</sup> day of March, 2011.

WHEREAS, the County desires to contract for Pharmaceutical Distribution 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. The County and Contractor agree to terms as specified in Contractor's response to RFP No.12-11. In the event of any conflict between Contractor response to RFP No. 12-11 and the information and services contained herein, the information and services

contained herein shall prevail.

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No.12-11, dated November 1, 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 Pharmaceutical Distribution Services.

- Provide pharmaceutical products at the prices established by the Jefferson County Commission (individuals, AMERINET, ancillary and best wholesale price) or as available through 3408 pricing as applicable to Cooper Green Mercy Hospital.
- Provide and maintain electronic credits and charges and provide an electronic Accounts Payable Online process.
- Provide delivery and pay freight on any out of stock or non-stock items that are delivered from a separate Distribution Center.
- Provide and maintain product price history for each facility and account.
- Provide separate customer accounts for each of the individual facilities and establish unique account numbers based on the major contract type (AMERINET, PHS (340B), individual, etc.)
- Provide an accurate response to invoice discrepancies within 10 days of notification.
- Provide daily deliveries without additional costs 6 days a week.
- Provide emergency deliveries to each facility up to three (3) per quarter at no charge. Additional emergency deliveries will

incur a service fee equal to cost of transportation.

- Provide manufacturer backorder date, including delivery date when and if available.
- Provide any manufacturer recalls received by the distributor no later than the next business day.
- Provide MSDS sheets to all facilities. Contractor shall make available to facilities, five (5) Material Safety Data Sheets (MSDS) collectively per quarter at no charge. For any additional Material Safety Data Sheets, Participating Facility can refer to [www.msdsonline.com](http://www.msdsonline.com).
- Provide each facility one annual inventory at no additional charge, providing an on-site inventory coordinator to centrally facilitate annual inventory for all facilities, not to include physical count.
- Provide links and price updates to each of the facilities patient information systems. Provide Jefferson County Commission, at no cost, all necessary software to monitor its facilities purchases to identify price disparities, potential, initiatives, and product standardization opportunities.
- Provide an interface to Jefferson County Commission facilities cost accounting system, at no cost.
- Provide training on hardware, software at no cost to Jefferson County Commission facilities.
- Provide periodic inventory reports to Jefferson County Commission Facilities.
- Provide "conversion" assistance as may be requested by Jefferson County Commission facilities

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall provide pharmaceuticals to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is December 31, 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:

Pharmaceutical Distribution Services - Cost of Goods

Monthly Volume                      30 day prepay cost of goods

\$500,000 - \$850,000                -3.36%

\$850,001 - \$1,200,000              -3.46%

\$1,200,000 - \$1,550,000            -3.56%

Monthly Volume will be measured quarterly. If adjustments to cost are necessary, adjustments will be applied by the 15th day of the following calendar quarter.

Payment Terms: 30-Day Prepay:

A prepay deposit will occur on the 20<sup>th</sup> of each month, or next business day, for an estimated 30 days purchases, based on a rolling average of total purchases over the last three completed calendar months. This deposit must be made to Morris & Dickson and deposited in Morris & Dickson accounts such that these deposits would "clear" the banks and immediately be available for Morris & Dickson use. The prepay deposit will be evaluated and adjusted monthly based on previous month(s) purchases.

Morris & Dickson will apply invoices over the following 30 days against the prepay deposit. This 30 day period is referred to as the deposit draw down period.

Service Charge - Late Payment: All invoices not paid in accordance with the specifications of the chosen option will be assessed a 1.5% late charge. The late charge will be assessed on the following:

Invoices paid past the due date or

Past due invoices open at the time of monthly assessment of late charges.

Non Payment: Morris & Dickson reserves the right to discontinue service to The County in the event any of the following circumstances apply:

1. Failure to pay. The County fails to pay Morris & Dickson for amounts owed when such amounts become due and payable.
2. No Longer approved for Credit. The County ceases to be approved for credit by Morris & Dickson.
3. For Cause. The County breaches the provisions of this contract unrelated to payment owed to Morris & Dickson but otherwise applicable to The County, and does not cure such breach within 30 days of receiving notice of such breach.

4. Bankruptcy or Insolvency. The County becomes bankrupt or insolvent, makes an unauthorized assignment for the benefit of creditors or goes into liquidation, has proceedings initiated against it for the purpose of seeking a receiving order or winding up order, or applies to the courts for protection from its creditors.

The County's Continuing Obligations:

Upon the termination of services to The County, The County will remain liable to Morris & Dickson for:

1. Payment of all amounts due to Morris & Dickson, including finance charges and all costs of collection (including reasonable attorney's fees).

C.O.D. Shipments: Morris & Dickson will have the right to suspend shipments or discontinue the provision of services to The County or to adjust The County's payment terms, including the requirement of cashier's check payment upon delivery) if The County ceases to meet

Morris & Dickson's commercially reasonable credit requirements, or Morris & Dickson determines that The County is likely to cease meeting such requirements.

Morris & Dickson Bankruptcy or Insolvency: The County reserves the right to immediately terminate this Agreement in the event Morris & Dickson becomes bankrupt or insolvent, makes an unauthorized assignment for the benefit of creditors or goes into liquidation, has proceedings initiated against it for the purpose of seeking a receiving order or winding up order, or applies to the courts for protection from its creditors.

340B Split Bill Software - Installation Fee: Initial Account Setup - \$1,500 Subsequent Account Setups - No charge if same data platform and structure. \$750 additional account setup fees apply if different data platforms or structures.

340B Split Bill Monthly Fee 1 License Agreement

A.) Initial Account 3408 Split Bill - \$775 per month.

B.) Initial Account Medicaid Split Bill inclusion - additional \$500 per month. This is an optional election by the account.

C.) Subsequent accounts will be invoiced at monthly at 50% discount to above. In no case shall the fee assessed for any individual facility be greater than money saved by that facility. This will be measured according to the 340B Savings Report as provided within the 340B Split Bill Software.

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 Morris and Dickson LLC to subcontract (assign) any portion of this contract, Morris and Dickson LLC will maintain the ultimate legal responsibility for all services according to contract specifications, In the event of a subcontract, Morris and Dickson LLC must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to an sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

6. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the County will not be obligated for payment of taxes under this contract, including Workers Compensation, FICA taxes, Occupational Taxes, and all applicable federal, state, and local taxes.

7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of law rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

8. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages offerors 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.

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

10. COMPLIANCE WITH LAWS: Contractor agrees to comply with all applicable federal, state and local laws and regulations.

11. 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.

12. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement 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. Such termination shall not relieve the County for payment in full for services provided and properly invoiced to the County prior to termination. Should funding for this contact be discontinued, the County shall have the right to terminate the contract upon written notice to the Offeror.

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

Client: Cooper Green Mercy Hospital - Pharmacy

Copy to: 1515 6th Avenue South.  
Birmingham, AL 35294  
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

Contractor: Morris & Dickson  
Director, Health Systems  
1776 Woodstead Court, Ste. 125  
The Woodlands, TX 77380

Copy to: Morris & Dickson  
Mark Dickson  
410 Kay Lane  
Shreveport, LA 71115

14. 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.

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

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

19. HOLD HARMLESS AND INDEMNIFICATION: Contractor 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 Contractor 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, Contractor 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

Chad Runeberg

Morris and Dickson LLC

COOPER GREEN MERCY HOSPITAL

Dr. Sandral Hullett

CEO

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

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

---

Mar-8-2011-141

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Southern Care Alabama, Inc. to provide palliative and respite care and support to persons who qualify and have chosen hospice as their health care option rather than receiving treatment or life support at the end of life. This is a revenue generating agreement.

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

---

Mar-8-2011-142

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following First Amendment to License Agreement between Jefferson County, Alabama and American Tower Management, LLC to change commencement date from January 1, 2011 to March 1, 2011 annually.

Licensor Site Name/Number: GRAYSVILLE AL, AL / 88395 Licensor Contract Number: 00158545

Licensee Site Name/Number: Graysville AL/ n/a

#### FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain License Agreement dated December 27, 2005 by and between American Tower Management, LLC and Jefferson County (the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Tower Management, LLC, a Delaware limited liability company (the "Licensor") and Jefferson County (the "Licensee") (collectively, the "Parties").

#### RECITALS

WHEREAS, Licensor owns a certain communications tower and a certain parcel of land located at 4949 Lindale Road, Graysville, AL 35073 more commonly known to Licensor as the GRAYSVILLE AL , AL tower site (the "Tower Site"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Site, and the Agreement was approved by the Jefferson County Commission on December 20, 2005, at M. B. 150, Pg. 96-97; and

WHEREAS, Licensor and Licensee now desire to modify the Commencement Date of the Agreement; and

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1) Licensor and Licensee agree and acknowledge that the Commencement Date as defined in the section entitled "Fees and Term" on page 1 of the Agreement shall be deleted and replaced with: " The 'Commencement Date' shall be March 1, 2006.

2) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth

in the Agreement.

3) All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:  
American Tower Management, LLC, a  
Delaware limited liability company  
By: American Towers, Inc., its sole member  
Richard Rossi  
Vice President, Contract Management

LICENSEE:  
Jefferson County  
W. D. Carrington, President  
Jefferson County Commission

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

---

Mar-8-2011-143

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and Marathon Electrical Contractors, Inc. for the Bessemer Courthouse Project #51205, to summarize total construction change directives and increases agreement amount by \$45,593.85 to a total of \$2,330,864.85.

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

---

Mar-8-2011-144

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and P & M Mechanical, Inc. for the Jefferson County Energy Efficiency & Conservation Block Grant Phase 2 in the amount of \$569,000 to include the following improvements:

- Activity #10 - Birmingham Courthouse Secure Parking Deck & Main Parking Deck
- Activity #11 - Birmingham Courthouse Jury Assembly Room
- Activity #12 - Birmingham Courthouse Chiller

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

---

Mar-8-2011-145

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #2 to extend the completion date of the Agreement between Jefferson County and Massey, Stotser & Nichols, P.C. to perform Legal Services through April 1, 2011 in support of Jefferson County's Community Development Programs. No additional funds are added. The cost of this Amendment will be paid with federal funds.

AMENDMENT #2 TO AGREEMENT

This is an Amendment to the Agreement by and between Jefferson County, Alabama through the Office of Community Development, hereinafter called "the County", and Massey, Stotser & Nichols, P.C., hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by Community Development. The effective date of this amendment shall be the day of , 2011.

WITNESSETH:

The County and the Contractor desires to amend the Agreement. Now, therefore, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on March 31, 2009, in Minute Book 157 Pages 582-584, and amended on November 17, 2009, in Minute Book 159 Pages 38-39, is hereby amended as follows:

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

The completion date of all professional services under the Contract is extended from September 30, 2010 to April 1, 2011.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

\_\_\_\_\_  
Massey, Stotser & Nichols, P. C.

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

\_\_\_\_\_  
Mar-8-2011-146

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the Leeds Water Works Board for the Leeds Russell Heights Water Improvements Project (CDBG10-03J-M5-LRH). There is \$200,000 the in federal CDBG funds allocated to this project. This project is from the 2010 program year.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA

AND

THE LEEDS WATER WORKS BOARD

CDBG10-03J-M5-LRH

PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, by and between Jefferson County, Alabama, which will be represented by its Office of Community & Economic Development, hereinafter called the COUNTY, and the Leeds Water Works Board, Alabama, hereinafter called the UTILITIES.

WHEREAS, the COUNTY and the UTILITIES desire to enter into an Agreement that provides for the water improvements as associated with the Leeds Russell Heights Water Project through the use of Federal Community Development Block Grant funds, and hereby agree as follows:

WITNESSETH:

FIRST: The COUNTY agrees to have constructed based upon the lowest and best responsive bid, certain improvements as detailed in the design plans and construction documents as developed by the engineering firm to be hired by the UTILITIES.

SECOND: It is agreed that the COUNTY shall conduct a fair and competitive bidding program in accordance with the 41-16-50,1975 Code of Alabama, and shall select a competent Contractor to construct the improvements specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the UTILITIES refuses to accept any additional conditions that may be imposed by HUD at any time, or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the UTILITIES shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the UTILITIES shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the UTILITIES of such termination and specifying the effective date of such termination.

FOURTH: The UTILITIES shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this contract which expires five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development.

FIFTH: The UTILITIES shall certify in writing to the COUNTY, final acceptance of the job. The ownership of the improvements made under this Agreement shall at all times be with the UTILITIES its successors and assigns; furthermore, all maintenance of said



improvements shall also be with the UTILITIES its successors and assigns. The UTILITIES agrees to maintain the improvements constructed at a level equal to that of other areas of the UTILITIES and use the improvements as a water project until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the improvements as water project will be an automatic breach of this agreement and the UTILITIES shall reimburse the COUNTY for all improvement costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The UTILITIES gives assurance that no person shall be excluded from participation in or denied the benefits of this project, on the ground of race, color, religion, sex, national origin age, disability, or veteran status.

SEVENTH: The Utilities will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

EIGHTH: The UTILITIES agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the UTILITIES under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the UTILITIES to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

NINTH: If the Agreement is terminated by the COUNTY as provided herein, the UTILITIES shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

TENTH: The UTILITIES agrees that any and all questions, comments, or other communication, concerning the contractor, whether written or oral, related to the progress of work, the quality of work, the scope of work, or other aspects of the construction phase, will be directed to the COUNTY specifically the Office of Community & Economic Development.

ELEVENTH: Upon acceptance of the project by the UTILITIES, the water main(s) and appurtenances installed and/or extended shall be owned and maintained by the UTILITIES through the Leeds Water Works Board.

TWELFTH: Part II of this Agreement is attached hereto (on file in the Office of Community & Economic Development) and incorporated by reference into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

JEFFERSON COUNTY, ALABAMA ATTEST:

W. D. Carrington, President  
Jefferson County Commission

UTILITIES OF LEEDS, ALABAMA ATTEST:

Bill Morris, Manager

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

---

Mar-8-2011-147

A RESOLUTION PLACING TWO (2) RETIRED COUNTY UNITS BACK INTO SERVICE

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired units, A016401 and A006036, are placed back into service for use by the Sheriffs Department.

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 Knight that the above resolution be adopted. Voting "Aye" Brown, Knight, Carrington and Stephens.

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 705' of buried fiber and copper cable and a new cabinet at 209 Murphy Lane in the Hueytown area.
2. AT&T to install 122' of buried service wire at 4771 Rosser Loop Drive in the Sparks Gap area.

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

---

Mar-8-2011-148

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Trussville to provide services (labor and equipment only) for the construction of traffic signals at the intersections of Deerfoot Parkway and I-59.

AGREEMENT

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

WITNESSETH:

WHEREAS, the County Commission recognizes that municipalities constitute resources of the County that provide beneficial services, social and healthful activity and improve and enhance the quality of life for a substantial segment of citizens in Jefferson County; and

WHEREAS, Municipality has requested assistance from County with respect to the following described Scope Of Services:

The County shall provide construction services for the installation of traffic signals at the intersections of Deerfoot Parkway and both the Northbound I-59 Off Ramp and the Southbound I-59 Off Ramp. Support services shall include the installation of new signal control, radio communication and lighting equipment and materials, as well as required regulatory signs and pavement markings. Construction services for the required roadbed boring and conduit/casing installation and signal pole foundations are not included and must be provided by others at no expense to the County. The labor and equipment costs associated with the installation of the traffic signals shall be absorbed by the County, with the exception of any specialized construction equipment that is required but not owned by the County. Otherwise the Municipality shall be responsible for all other costs associated with the traffic signal equipment and materials and other specialized construction equipment. and

WHEREAS, the County Commission has determined that it is in the public interest to provide the requested assistance.

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

1. County shall perform the following Scope of Services:

- Assist the City of Trussville in applying for power service and coordinating with Alabama Power Company; the inspection of construction provided by others; maintaining records; attending meetings; and providing reports and other information necessary for project accounting.
- Receive and store all traffic signal materials and equipment to be installed
- Install traffic signal and other appurtenant materials and equipment according the construction plans developed by Skipper Consulting, Inc. for the required traffic signals at both of the Deerfoot Parkway intersections located at the I-59 Northbound Off Ramp and the I-59 Southbound Off Ramp
- Provide temporary traffic control for the construction of the traffic signals, as specified in the 2009 Edition of the Manual on Traffic Control Devices. (Not including temporary traffic control for services provided by others)
- Remove construction waste and reestablish the sites to pre-construction conditions.

2. Municipality shall perform the following Scope of Services:

- Coordinate with and acquire approval from the Alabama Department of Transportation (ALDOT) for the installation of the traffic signals located at the Deerfoot Parkway intersections of I-59 Northbound Off Ramp and I-59 Southbound Off Ramp.
- Procure the services of a qualified Contractor to install the signal pole foundations and the conduit and casing underneath the paved roads and islands and repair all damaged pavement to pre-construction conditions.
- Procure the traffic signal materials and equipment that are required for construction of the traffic signal installation at each intersection either directly from appropriate suppliers, or indirectly by reimbursement to the County for materials and equipment taken from stock.
- Acquire or rent any specialized construction equipment necessary for the traffic signal installation that is not available in the

County's fleet or inventories.

- Request power service for the operation of the traffic signals and roadway lights from Alabama Power Company.

3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or 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 employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope of 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.

4. To the extent allowed by law Municipality shall indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.

5. Upon thirty (30) days written notice, either party may without cause and without prejudice to any other right or remedy to the other party, elect to terminate the Agreement. In case of termination, the County shall in no way be obligated for services and/or equipment as stipulated by the Agreement in connection with any uncompleted work, including but not limited to any loss arising out of or resulting from such termination.

6. The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this agreement will be governed by the laws of the State of Alabama. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CITY OF TRUSSVILLE, ALABAMA

GENE MELTON, Mayor

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

---

Mar-8-2011-149

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Glyn Howton - Bessemer Maintenance Camp, Roads & Transportation Department, to waive the ninety-day requirement for sick leave conversion, be and hereby is approved.

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

---

REQUEST FOR CERTIFICATIONS

District Attorney - Bessemer - Bad Check Unit

District Attorney Investigator - provisional

Cooper Green Mercy Hospital - CCU - 7 South

Staff Registered Nurse

Cooper Green Mercy Hospital - Labor/Delivery

Staff Registered Nurse  
Cooper Green Mercy Hospital - Ambulatory Clinic  
Licensed Practical Nurse (L.P.N.)  
Cooper Green Mercy Hospital - Pharmacy  
Pharmacy Technician

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

---

Mar-8-2011-150

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Jonathan B. Lowe, Sheriff's Office was granted a military leave of absence from November 1, 2010 to November 23, 2010, and the amount of pension contributions due Jonathan B. Lowe is \$129.33 plus the County matching contributions of \$129.33 for a total of \$258.66.

Christopher M. Butts, Roads & Transportation was granted a military leave of absence from August 14, 2010 to September 28, 2010 and from October 19, 2010 to November 20, 2010 and the amount of pension contributions due Christopher M. Butts is \$648.33 plus the County matching contributions of \$648.33 for a total of \$1,296.66.

John Leon, Jr., Sheriff's Office was granted a military leave of absence from September 1, 2010 to October 31, 2010 and from October 31, 2010 to January 1, 2011 and the amount of pension contributions due John Leon, Jr. is \$822.72 plus the County matching contributions of \$822.72 for a total of \$1,645.44.

William D. McAnally, Sheriff's Office was granted a military leave of absence from June 7, 2010 to July 15, 2010, July 15, 2010 to August 14, 2010 and from August 14, 2010 to September 13, 2010 and the amount of pension contributions due William D. McAnally is \$1,003.59 plus the County matching contributions of \$1,003.59 for a total of \$2,007.18.

Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from August 21, 2010 to October 1, 2010 and from October 1, 2010 to January 1, 2011 and the amount of pension contributions due Geoffrey L. Parker is \$1,122.70 plus the County matching contributions of \$1,122.70 for a total of \$2,245.40.

Carl David Benefield, Sheriff's Office was granted a military leave of absence from June 16, 2010 to January 1, 2011, and the amount of pension contributions due Carl David Benefield is \$1,387.81 plus the County matching contributions of \$1,387.81 for a total of \$2,775.62.

Kenneth Bailey, Sheriff's Office was granted a military leave of absence from January 31, 2010 to February 28, 2010 and from March 1, 2010 to October 9, 2010 and the amount of pension contributions due Kenneth Bailey is \$1,737.20 plus the County matching contributions of \$1,737.20 for a total of \$3,474.40.

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

---

Mar-8-2011-151

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Agreement with The Birmingham News Company to secure recruitment newsprint advertising of merit system positions for the period February 10, 2011 - February 10, 2012 in an amount not to exceed \$20,000.

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

---

Mar-8-2011-152

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jeff Loggins be re-appointed to the Board of Trustees of the Glennwood Fire District with term ending December 31, 2015.

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

---

Mar-8-2011-153

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Rob Fowler and Renee Carter be re-appointed to the Red Mountain Greenway and Recreational Area Commission for an additional four years. Rob Fowler's term ends September 19, 2014 and Renee Carter's term ends February 6, 2015.

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

---

Mar-8-2011-154

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-2010-026 Blue Fin II, L.L.C., owners; Joseph A. Miller III, agent. Change of zoning on parcel ID# 12-30-2-12-14 in Section 30 Twp 16 Range 1 West from C-1 (Commercial) to I-1 (Light Industrial) for car sales and repair. (Case Only: 1255 Center Point Parkway; Birmingham, AL 35235) (CENTER POINT) (0.5 acres M/L)

RESTRICTIVE COVENANTS: 1. the existing buffer along the rear (east) property boundary shall be maintained in its natural, undisturbed state; 2. a privacy fence, designed so as to shield all vehicles to be repaired from view from the public right-of-way, shall be installed and maintained along the existing front building line from the northern edge of the building to the north property line; 3. a screen sufficient to shield all vehicles to be repaired from view from the adjoining property to the north shall be installed and maintained along the north side property line from the aforementioned privacy fence to the rear property line; 4. all vehicles to be repaired shall be kept behind the aforementioned privacy fence, and at no time shall there be more than twelve (12) vehicles in the (outside) repair storage area; 5. all repair work shall be conducted inside the building, with no repair operation of any kind to take place in any outside parking/storage area; 6. the parking area in front of the building is to be reserved strictly for the parking of vehicles for sale, and for vehicles of employees and customers, the total number of such vehicles to be limited according to the off-street parking standards and requirements set forth in Jefferson County's zoning and construction regulations; and, 7. the buffer, privacy fence and other screening required hereinabove must be in place prior to the opening of the operation for business, provided further that the zoning of this property shall revert back to its original zoning, C-1 (Commercial), if said buffer, fence and screening is not in place within two (2) years (December 14, 2012).

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2010-026 be approved. Voting "Aye" Brown, Knight, Carrington and Stephens.

---

Mar-8-2011-155

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Cooperative Agreement - Emergency Management Performance Grant with Alabama Emergency Management Agency in the amount of \$24,346.00 to be used for sole purpose of emergency management preparedness programs and will be matched 50/50 with local funds.

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

---

Mar-8-2011-156

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham-Health Services Foundation through Beacon Addiction Treatment Center to provide adolescent outpatient substance abuse services for Family Court as needed for FY10-11 in the amount of \$116,270.44.

CLARITY NO. 2239

#### INTERAGENCY AGREEMENT

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

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

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

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

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

2. SCOPE OF SERVICES:

The Contractor through Beacon Addiction Treatment Center shall provide the following services to the Jefferson County Commission on an as need basis:

- Assessment services to determine level of substance abuse treatment need
- Case management services to assist client and family in meeting ancillary needs
- Conduct adolescent outpatient and intensive outpatient substance abuse treatment including group and individual sessions
- Transportation assistance for clients facing barriers to transportation
- Family support via individual counseling and case management services
- Client progress reports on a weekly basis to the Adolescent Substance Abuse Program (ASAP) case manager
- Referral to residential treatment as required
- Participate in routine staffing with ASAP and family court staff members

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

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$116,270.44 as specified in Attachment A (on file in the Minute Clerk's office) which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.

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

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

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Cost., Article 1§14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment.

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

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

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

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

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

12. LIABILITY:

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

B. UAB, a division of The board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Alabama Constitution Article 1§94. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self insurance coverage applicable to the negligent acts and omissions of its officers and employees which occur within the scope of their employment by UAB. UAB can undertake no obligation that might create a debt on the State Treasury.

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

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

Client:	Family Court 120 2 <sup>nd</sup> Ct. No. Birmingham, AL 35204	Copy to:	UAB Health Services Foundation 500 22 <sup>nd</sup> Street, South - Suite 502 Birmingham, AL 35233
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 718 N Richard Arrington Jr. Blvd Suite 830 Birmingham, AL 35203

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

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's

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

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

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

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

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

CONTRACTOR:  
University of Alabama Health Services Foundation, P.C

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

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

Mar-8-2011-157

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and University of Alabama Health Services Foundation to provide physician services by qualified physicians and nurses to Youth Detention Center residents for FY10-11 in the amount of \$97,342.08.

CLARITY NO. 2131

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 7<sup>th</sup> day of January 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and University of Alabama Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine (the Division



of GPAM), hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for medical services for the Jefferson County Youth Detention Center; and

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

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

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

2. SCOPE OF SERVICES:

The Contractor shall provide physician services by qualified physicians and nurses to the Jefferson County Youth Detention Center for the residents thereof. Said services shall be provided at the Center on Monday, Wednesday and Friday mornings, except holidays as follows:

- Complete a screening, health related history, and physical examination within 72 hours of admission, and to provide sick call treatment whenever necessary.
- Prescribe appropriate immediate treatment, or referral upon discharge for identified problems
- Initiate referral to mental health or other medical care services when such a referral is indicated
- Treatment of sexually transmitted diseases (STD) and pregnancy tests
- Follow up care of residents who were treated at emergency rooms or hospital when possible.
- Provide access to physician on-call (via telephone) 24 hours daily including weekends and holidays.
- Complete and update medical records and follow up and document all referral services.
- Conduct health education classes and group sessions for residents.
- Provide in-service continuing education of employees and training of new employees.
- Provide updated licenses and professional liability insurance of medical staff. Jefferson County shall:
  - Furnish such clinical space and equipment as may be mutually agreed upon
  - Provide such medical supplies and medication as recommended by the Contractor

Both parties acknowledge that there is no obligation whatsoever to provide emergency room or hospital care or physicians services at or in any emergency room or hospital.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render medical services at any time after the effective date of this Contract, The completion date of all services under this Contract is September 30, 2011 with renewal, at the County's option and County Commission approval, for two (2) additional one year terms, not to exceed three (3) full years.

4. COMPENSATION: The Contractor shall be compensated for services rendered at a total cost of \$97,342.08 paid in equal monthly installments of \$8,111.84 upon submission of an approved invoice.

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

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

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

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

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

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

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

12. LIABILITY:

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

B. The Contractor will indemnify and save harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract.,

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

Client:	Jefferson County Youth Detention Center 140 2 <sup>nd</sup> Ct. No. Birmingham, AL 35204	Copy to:	UAB Health Services Foundation 500 22 <sup>nd</sup> Street, South - Suite 502 Birmingham, AL 35233
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 718 N Richard Arrington Jr. Blvd Suite 830 Birmingham, AL 35203

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$100,000 per occurrence.

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

17. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid

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

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President, Commissioner

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

Mar-8-2011-158

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and FTI Consulting, Inc. to provide certain financial advisory and consulting services.

PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into this day of March, 2011, by and between JEFFERSON COUNTY COMMISSION, hereinafter called "the County", and FTI Consulting, Inc., hereinafter called "FTI". The effective date of this Agreement shall be and the Agreement shall end on

WHEREAS, the County desires to contract with FTI for the provision of certain services; and

WHEREAS, the Contractor desires to furnish said services to the County according to the terms and conditions of this Agreement.

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

1. ENGAGEMENT OF CONTRACTOR

The County hereto agrees to engage FTI and FTI hereby agrees to perform the services hereinafter set forth.

2. PURPOSE AND OBJECTIVE

FTI has been retained by the County to provide certain financial advisory and consulting services (the "Services") set out below.

3. SCOPE OF SERVICES

The Services will be performed at the County's discretion and include the following:

Phase One:

The Services that FTI will provide as part of Phase One will include:

- Prepare a preliminary high-level assessment of potential opportunities for the County to reduce costs, improve the efficiency of County operations and accelerate cash collections. The preliminary assessment should consider the potential that some or all of the Occupational Tax may not be available to fund County Operations.
- Working with the County Attorney, prepare a preliminary assessment of the County's options under a Chapter 9 bankruptcy filing.
- Develop a work plan and preliminary budget for a Phase Two Assignment of Developing a Turnaround Plan for Jefferson County.

It is understood by FTI and the County that the Scope of Services described above is expected to take approximately three to four weeks to complete. The Services may be performed by FTI or by any subsidiary of FTI, as FTI shall determine. FTI may also provide Services through its or its subsidiaries' agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary and to any such agents or independent contractors and their employees.

The Services, as outlined above, are subject to change as mutually agreed in writing between the parties.

FTI is engaged by the County to provide consulting services only. Accordingly, FTI may from time to time suggest options which

may be available to the County and further give our professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with the County. FTI and its employees will not make any management decisions for the County and will not be responsible for communicating information concerning the County to the public or others.

As part of the Services, FTI may be requested to assist the County (and its legal or other advisors) in negotiating with the County's creditors and with other interested parties. In the event that FTI participates in such negotiations, the representations made and the positions advanced will be those of the County and its management, not FTI or its employees.

#### 4. FEES

##### Phase One:

Fees in connection with this Phase One engagement will be on pro bono basis. FTI may periodically review the status of Phase One work and reevaluate whether FTI's representation shall continue on a pro bono basis. Provided, the County must consent to any material change to the payment terms of this Agreement by amendment to this Agreement. It is estimated that the Scope of Services described herein will require approximately three to four weeks to complete. The County shall reimburse FTI for actual, reasonable travel and out of pocket expenses incurred by FTI's employees or its subcontractors as part of performing the above professional services. Out of pocket expenses shall never include reimbursement for alcohol or first class airfare. Expenses shall be kept within the U. S. General Services Administration (GSA) recommended guidelines at the specified GSA recommended rates for Jefferson County, Alabama. These expenses will not exceed Thirty Five Thousand and no/100 (\$35,000.00) Dollars.

##### Phase Two:

The scope and fees for Phase Two may be addressed in an addendum to this Contract after completion of Phase One.

#### 5. TERMS AND CONDITIONS

The following Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this Agreement comprises the entire Agreement for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

#### 6. CONFLICTS OF INTEREST

The County Attorney has delivered to FTI a list of creditors and other potentially interested parties. Within five (5) business days of the date of this Agreement, FTI will disclose to the County Attorney its representations, if any, of potentially interested parties. FTI will not be authorized to begin performing under this Agreement until the County Attorney provides written confirmation that the County does not view such relationships as a conflict or expressly waives the conflict.

During the term of this Agreement, FTI shall not provide services to a party that is adverse to the County in a matter for which FTI is engaged by the County.

#### 7. PROVISION OF INFORMATION AND ASSISTANCE

FTI's performance of the Services is dependent upon the County providing FTI with such information and assistance as FTI may reasonably require from time to time.

#### 8. PUNCTUAL AND ACCURATE INFORMATION

The County shall use reasonable skill, care and attention to ensure that all information FTI may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose of which it is required. The County shall also notify FTI if the County subsequently learns that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

#### 9. NO ASSURANCE ON FINANCIAL DATA

While FTI's work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. County management will be responsible for any and all financial information they provide to FTI during the course of this Engagement, and FTI will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause FTI's advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, FTI will not express any opinion or other form of assurance on financial statements of the County.

#### 10. PROSPECTIVE FINANCIAL INFORMATION

In the event the Services involve prospective financial information, FTI's work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and FTI will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. FTI will take no responsibility for the achievability of results or events projected or anticipated by the management of the County.

#### 11. RESPONSIBILITY FOR OTHER PARTIES

The County shall be solely responsible for the work and fees of any other party engaged by the County to provide services in connection with the Engagement regardless of whether such party was introduced to the County by FTI. Except as provided in this Engagement Contract, FTI shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, FTI acknowledges that FTI is not authorized under the Engagement Contract to engage any third party to provide services or advice to the County, other than its agents or independent contractors engaged to provide Services, without the County's written authorization.

12. CONFIDENTIALITY

Except as provided in paragraph 13 below, FTI shall not disclose to any third party any County information without obtaining the prior written consent of the County Attorney.

13. DISCLOSING CONFIDENTIAL INFORMATION

Notwithstanding paragraph 12 above, either Party will be entitled to disclose confidential information of the other to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than two (2) business days notice in writing is first given to the other party.

14. MAINTENANCE OF WORKPAPERS

Notwithstanding the above, FTI may keep one archival set of its working papers from the Engagement, including working papers containing or reflecting confidential information with FTI's internal policies.

15. TERMINATION OF ENGAGEMENT WITH NOTICE

Either party may terminate the Engagement Contract for whatever reason upon written notice to the other party. Upon receipt of such notice, FTI will stop all work immediately. The County will be responsible for all expenses incurred by FTI through the date of termination notice is received.

16. CONTINUATION OF TERMS

The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, paragraphs 3, 4, 12, 13, 21, 24 and 26, are intended to survive such termination or expiration and shall continue to bind all parties.

17. NON-ASSIGNMENT CLAUSE

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

18. INDEPENDENT CONTRACTOR

The parties acknowledge that FTI (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally, the parties understand and agree that this Agreement does not establish any employer-employee relationship, nor masterservant relationship, in any way whatsoever, between Jefferson County and any employee or agent or FTI. FTI shall not represent itself to any third party as an agent or employee of Jefferson County. FTI shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, including Workers Compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

19. 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.

20. MISCELLANEOUS REQUIREMENTS

Upon execution of this Contract, FTI shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

21. LIMITATION OF AUTHORITY

FTI 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.

22. 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.

23. INSURANCE

FTI will maintain such insurance as will protect it 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 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.

24. HOLD HARMLESS AND INDEMNIFICATION

To the extent permitted by law, the parties each agree to indemnify each other for their own gross negligence or willful misconduct.

25. COUNTY FUNDS PAID

FTI and the FTI 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 items 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 anyway 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 set out in the Scope of Work or Services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

FTI declares that, as of the date of this Contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County government official is directly or indirectly interested in this Agreement or any Contract with FTI for which compensation will be sought during the period of time this Agreement is being performed, and, furthermore, FTI pledges that it will notify the County's purchasing management in writing should it come to FTI's knowledge that any County official becomes directly or indirectly interested in this Agreement or any contract with FTI for which compensation will be sought during the aforesaid period. In addition, FTI declares that, as of the date of this Contract, neither it nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or thing of value for aid or assistance in obtaining this Agreement with the County under which compensation will be sought during the period of time this Agreement is being performed and furthermore, that neither FTI nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or thing of value, for aid or assistance in obtaining any amendment to this Agreement or any Contract with FTI for which compensation will be claimed during the period of time this Agreement is being performed.

26. GOVERNING LAW

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

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

FTI CONSULTING, INC.

ROBERT MEDLIN, Senior Managing Director

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

3/08/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER/MEDICAL EXAMINER POOL CAR FUEL	CORONER/MEDICAL EXAM	20.00	1900048464

DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	50.40	1900048591
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FOR SHARPENING BLADE OF CUTTER IN GSOC PRINT SHOP	GEN SVCS: PRINTING	24.00	1900048465
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SHIPPED KRONOS EQUIPMENT BACK FOR REPAIR	GEN SVCS: ADMINISTRATION	8.41	1900048593
DISTRICT 1	1000193	JEFFERSON CO TREASURER	UPDATE AUTO ATTENDANT FOR HOBBY AND VERIN - BESS	GEN SVCS COMMUNICATIONS	127.50	1900048460
DISTRICT 1	1000193	JEFFERSON CO TREASURER	COMMERCIAL PESTICIDE RENEWAL CLASS/RECERTIFICATION	GEN SVCS: ADMINISTRATION	42.00	1900048629
*DISTRICT 1					272.31	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL , MAILBOX POST KIT (CAMP BESSEMER)	R&T: HIGHWAY MAINT-BESS	69.88	1900048630
DISTRICT 2	1000193	JEFFERSON CO TREASURER	POSTAGE, TAG FEES, FUEL, COMPUTER WRIST REST	FLEET MGMT: ADMIN	128.64	1900048598
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRIGGER FOR POLE SAW, CDL RENEWAL, CABLE TIES	R&T: BRIDGE MAINT/CONSTR	83.36	1900048606
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, PARTS, POSTAGE	R&T: BRIDGE MAINT/CONSTR	108.91	1900048787
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE BATTERIES	R&T: HIWAY MAINT-KETONA	19.66	1900048759
DISTRICT 2	1002605	PROBATE CT OF JEFF CO	PAY COST BILL 44067CONDEM .BESSPRO. MOR RD TR 10B	R&T: ADMINISTRATION	9,465.94	1900048265
DISTRICT 2	1003682	NAFA	MEMBERSHIP DUES-CHARLES TYLER-MEMBER# 023253	FLEET MGMT: ADMIN	475.00	1900048601
DISTRICT 2	1004209	BAMAA TREAS	DARRELL BATE 2010-2011 B.A.M.A.A. ASSN RENEWAL	R&T: HIWAY MAINT-KETONA	100.00	1900048612
DISTRICT 2	1018877	DRUMMOND CO MP	ANY INC REFUND OF OVERPAYMENT ON 18*315	R&T: TRAFFIC ENGINEERING	450.00	1900048874
*DISTRICT 2					10,901.39	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT/C.MONEY	SHERIFF ENFORCE-BHAM	36.05	1900048962
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RETURN TRAVEL AUDIT-W. MOORE-TN-1/16-1/21	REVENUE	17.31	1900048677
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BHAM (TITLE REMITS & APP)	REVENUE	54.90	1900048600
DISTRICT 3	1003211	THE BANK OF NEW YORK	AUCTION FEE 2005 A SCHOOL WARRANT	FINANCE ADMINISTRATION	6,330.00	1900048779
DISTRICT 3	1027078	ANGELA CLAYTON	TRAVEL REIMBURSEMENT	SHERIFF ENFORCE-BHAM	120.05	1900048752
*DISTRICT 3					6,558.31	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - EOC ACTIVATION FOOD, PLOTTER PAPER, STAMPS	EMA	300.15	1900048610
DISTRICT 4	1000193	JEFFERSON CO TREASURER	P. CASH FOR PADLOCKP;BASKETBALLS;HOOP FOR RESID	YOUTH DETENTION: CUSTODY	148.56	1900048685
DISTRICT 4	1006434	BUSINESS CONTINUITY MGT	AABCP - MEMBERSHIP DUES AK, BA, DR	EMA	350.00	1900048475
*DISTRICT 4					798.71	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSEMENT	PER BD: ADMINISTRATION	74.94	1900048738
DISTRICT 5	1001965	BJC ANIMAL CONTROL SVCS	FENCE REPAIR/BJC ANIMAL CONTROL	COMMISSION SUPPORT	3,567.00	1900048764
DISTRICT 5	1022296	JASMINE JAMES	ASSESSORREIMB-JAMES-1110GRADASSMENT	PER BD: TESTING	150.00	1900048731
DISTRICT 5	1022923	CHARLES CAMPBELL	ASSESSORREIMB-CAMPBELL-1110FIREBATTALIONCHI	PER BD: TESTING	170.25	1900048561
DISTRICT 5	1023298	ZURICH INSURANCE CO	BILL OF COSTS-FIDELITY & DEP. V. JEFFCO	COUNTY ATTORNEY	689.55	1900048462
DISTRICT 5	1026745	DARYL HAYDEN	ASSESSORREIMB-HAYDEN-1110FIREBATTALIONCHIEFAS	PER BD: TESTING	265.10	1900048732
DISTRICT 5	1027291	JOHN YOUNG	ASSESSORREIMB-YOUNG-1210POLICECHIEFASMT	PER BD: TESTING	176.03	1900048560
DISTRICT 5	1027292	BRENDA DAVIS-JONES	ASSESSORREIMB-JONES-1210POLICECHIEFASMT	PER BD: TESTING	436.85	1900048528
DISTRICT 5	1027293	MICHELE REMOLDE	ASSESSORREIMB-REMOLDE-1210POLICECHIEFASMT	PER BD: TESTING	125.00	1900048557
DISTRICT 5	1027294	JOHN DIXON	ASSESSORREIMB-DIXON-1210POLICECHIEFASMT	PER BD: TESTING	149.30	1900048529
DISTRICT 5	1027295	BARRY WEBER	ASSESSORREIMB - WEBER - 1210POLICECHIEFASMT	PER BD: TESTING	175.00	1900048559
DISTRICT 5	1027296	JOHN NEWSOM	ASSESSORREIMB-NEWSOM-1210POLICECHIEFASMT	PER BD: TESTING	173.00	1900048562
DISTRICT 5	1027297	ALEXANDER AGUILAR	ASSESSORREIMB_AGUILAR_1110GRADASSMT	PER BD: TESTING	100.00	1900048511
DISTRICT 5	1027298	JEFF CROUSE	ASSESSORREIMB - CROUSE - 1110GRADASSMT	PER BD: TESTING	125.00	1900048513
DISTRICT 5	1027299	DAVID FRIED	ASSESSORREIMB - FRIED - 1110GRADASSMT	PER BD: TESTING	163.99	1900048514
DISTRICT 5	1027300	CHERYL MCBRIDE	ASSESSORREIMB - MCBRIDE- 1110GRADASSMT	PER BD: TESTING	125.00	1900048516
DISTRICT 5	1027301	WILLIAM MORRISSEY	ASSESSORREIMB - MORRISSEY - 1110GRADASSMT	PER BD: TESTING	100.00	1900048519
DISTRICT 5	1027302	RACHEL SMITH	ASSESSORREIMB - SMITH - 1110GRADASSMT	PER BD: TESTING	300.07	1900048523
DISTRICT 5	1027303	KELLY SULLIVAN	ASSESSORREIMB - KELLY - 1110GRADASSMT	PER BD: TESTING	444.25	1900048527
DISTRICT 5	1027304	MICHELLE VIDENSEK	ASSESSORREIMB - VIDENSEK - 1110GRADASSMT	PER BD: TESTING	100.00	1900048525
DISTRICT 5	1027305	CURTIS WALKER	ASSESSORREIMB - WALKER - 1110GRADASSMT	PER BD: TESTING	117.01	1900048526
DISTRICT 5	1027330	MICHAEL NAIFEH	ASSESSORREIMB -NAIFEH-0111FIRECHIEFDEVELOP	PER BD: TESTING	300.07	1900048707
DISTRICT 5	1027331	ERIC METZGER	ASSESSORREIMB-METZGER-0111POLICECHIEFDEVELOP	PER BD: TESTING	130.67	1900048706
DISTRICT 5	1027332	LORI SUNDERMAN	ASSESSORREIMB-SUNDERMAN-0110FIRECHIEFDEVELOP	PER BD: TESTING	172.26	1900048721
DISTRICT 5	1027333	RICHARD WILLIAMS	ASSESSORREIMB-WILLIAMS-0111FIRECHIEFDEVELOP	PER BD: TESTING	479.08	1900048724
DISTRICT 5	1027334	MICHAEL SMITH	ASSESSORREIMB-SMITH1110FIREBATTALIONCHIEFDE	PER BD: TESTING	231.75	1900048739
DISTRICT 5	1027335	TROY PERRY	ASSESSORREIMB -PERRY-0111FIRECHIEFDEVELOP	PER BD: TESTING	100.00	1900048708
DISTRICT 5	1027336	KEITH PIRLOT	ASSESSORREIMB-PIRLOT-0910FIRELIEUTASSMT	PER BD: TESTING	184.72	1900048717
*DISTRICT 5					9,325.89	
ESD RECEI	1000193	JEFFERSON CO TREASURER	BELT, HAND CLEANER, AND TIRE GAUGE	ES: TURKEY CRK WWTP	38.46	1900048353
ESD RECEI	1000193	JEFFERSON CO TREASURER	HARDWARE, REGULATORS, FILTERS	ES: VILLAGE MAINTSHOP	512.87	1900048599
ESD RECEI	1000193	JEFFERSON CO TREASURER	BATTERY CHARGER,CALENDAR REFILL,MISSION UNIT BATTE	ES: PKAGE WWTP & PUMP STA	236.33	1900048597
ESD RECEI	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL AT LEEDS	ES: LEEDS WWTP	21.47	1900048613
ESD RECEI	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE FOR OFFICE COMPUTER	ES: TURKEY CREEK WWTP	49.98	1900048672
ESD RECEI	1000193	JEFFERSON CO TREASURER	KEYS	ES: VILLAGE ELECTRICAL SHOP	24.92	1900048681
ESD RECEI	1000193	JEFFERSON CO TREASURER	PETTY CASH-ALCOHOL,SCOTCHBRITE, FILTERS, TORX	ES: CAHABA RIVER WWTP	252.92	1900048609
ESD RECEI	1000193	JEFFERSON CO TREASURER	CONED SAFETY FLASHLIGHTS	ES: CONSTRUCT SEWER LINE	190.30	1900048785
ESD RECEI	1000193	JEFFERSON CO TREASURER	SHIPPING, KEYS, BOLTS, CARTRIDGE	ES: TRUSSVILLE WWTP	77.42	1900048758
ESD RECEI	1000193	JEFFERSON CO TREASURER	CLAMPS, SILICONE, BATTERIES, ROPE PAINT, ONIONS	ES: VALLEY CREEK WWTP	634.63	1900048768
ESD RECEI	1000193	JEFFERSON CO TREASURER	CERTIFICATION , CLEANER	ES: TRUSSVILLE WWTP	156.96	1900047818
ESD RECEI	1000193	JEFFERSON CO TREASURER	VINYL LETTERS	ES: TURKEY CREEK WWTP	4.95	1900047978
*ESD RECEI					2,201.21	
**					30,057.82	

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

Mar-8-2011-159

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

DISPOSALS

Roads & Transportation - Bridge Division

140000003149	DELL OPTIPLEX COMPUTER	LANDFILL
140000003549	DELL OPTIPLEX COMPUTER	LANDFILL
140000005660	PERSONAL COMPUTER	LANDFILL
140000005580	PERSONAL COMPUTER	LANDFILL
140000005664	NOTEBOOK COMPUTER	LANDFILL
140000005582	LAPTOP COMPUTER	LANDFILL
140000001053	NOTEBOOK COMPUTER	LANDFILL

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

---

Mar-8-2011-160

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama for the University of Alabama At Birmingham - Health Services Foundation. (Non Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Board of Trustees of the University of Alabama for the University of Alabama At Birmingham -Health Services Foundation (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the public benefit of a comprehensive Community Corrections Program and sees it as a critical part of the criminal justice system in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist with these public purposes.

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

1. The term of this Agreement shall begin October 1, 2010 and end September 30, 2011.
2. a. The County shall pay to the Contractee a total of \$70,000. Payments to be paid \$35,000 upon execution of the contract and \$17,500 on or before April and July, 2011. Payment will be mailed to Department of Psychiatry Attn: David B. Allen, SC 560J, 1530 3<sup>rd</sup> Avenue South, Birmingham, AL 35294-0017.
3. The Contractee shall provide the following public services to the County:
  - a. Provide administrative support director's salary for essential activities offered by UAB - TASC, which is administering the Jefferson County Community Corrections Program.

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

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

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President



Jefferson County Commission

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid Jones, Executive Vice President

Approved:

\_\_\_\_\_, Executive Administrator

Accepted:

\_\_\_\_\_, Chairman, Department of Psychiatry

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

\_\_\_\_\_  
Mar-8-2011-161

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama for the University of Alabama At Birmingham. (Non Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Board of Trustees of the University of Alabama for the University of Alabama At Birmingham (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the public benefit of a comprehensive Community Corrections Program and sees it as a critical part of the criminal justice system in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist with these public purposes.

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

1. The term of this Agreement shall begin October 1, 2010 and end September 30, 2011.
2. a. The County shall pay to the Contractee a total of \$1,930,000.00. Payments to be paid \$965,000.00 upon execution of the contract and \$482,500.00 on or before April and July, 2011. Payment will be mailed to Grants and Contracts Accounting, 701 - 20<sup>th</sup> Street South, AB 990, Birmingham, AL 35294-0109.
3. The Contractee shall provide the following public services to the County:
  - a. Continue and/or implement the following programs in Birmingham: Drug Court, Supervised Pre-Trial Release, Pre-Trial Supervision, Mental Health Court, Alternative Sentencing, and Domestic Violence Court programs.
  - b. Continue and/or implement following program in Bessemer: Drug Court, Mental Health Court, and Domestic Violence Advocate programs.
  - c. Continue and/or the following program: Community Restitution (Birmingham & Bessemer), Alternative Sentencing/Community Corrections and the CRO programs to 24 misdemeanor courts in Jefferson County.
  - d. Maintain appropriate statistics on activities performed and individuals served.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2011 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above. These funds and any client fees and other income collected in connection with the programs supported by these funds shall be accounted for, carried forward, and used only for these program.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid

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

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

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

Lynn W. Stedman, MBA

Director - Office of Grants & Contracts Administration

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

---

Mar-8-2011-162

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Library Cooperative. (Non Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Library Cooperative (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the Public Libraries of Jefferson County are resources of the County and fulfill public purposes; and

WHEREAS, the Contractee has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of quality education.

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

1. The term of this Agreement shall begin upon execution of the contract and end September 30, 2011.
2. The County shall pay to the Contractee a total of \$250,000 as follows:  
\$125,000 upon execution of the contract, and \$125,000 on or before June 1, 2011.
3. The Contractee shall provide the following public services to the County:
  - a. Daily Delivery Service for Intra-library Loans to 40 member libraries: provides 5 day per week delivery to 40 locations of books and media (DVDs, audio books, CDs).
  - b. Telecommunications, Information Technology, Hardware, and Software Support: provides internet to 40 libraries to access to Jefferson County Library Cooperative's online catalog, online databases, downloadable books, internet connection; computer hardware, software, maintenance and support.
  - c. Operation of Integrated Library system: maintenance and support of computer system that supports the online catalog which provides search capability, capability for patrons to place holds, access their library records online, tracks all fine/lost materials records, newest service e-commerce (ability to pay for fines/lost items online).
  - d. Countywide Cataloging: coordinate the cataloging of approximately 10,900 new items per month for 40 locations.
  - e. Electronic Databases/Services: provide online databases and online access to downloadable audio books from the library, home

or business.

f. Books By Mail Services for the blind, disabled and homebound residents: service available not only to seniors but to any age resident who may be sick with long term illness. Informational and entertainment resources, books, DVDs, audio books, music CDs are mailed to the member's home upon request.

g. Computer training for public and staff: train public for basic skills for setting up email accounts (majority for job searches), how to fill out job applications online, creating a resume, library databases, internet search skills, Microsoft Word, Excel, and PowerPoint etc. The county-wide staff receive training on how to assist the public with job searches, the AL Virtual Library, electronic databases, Word, PowerPoint, Excel, and PC maintenance.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2011 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above. These funds and any client fees and other income collected in connection with the programs supported by these funds shall be accounted for, carried forward, and used only for these program.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

JEFFERSON COUNTY LIBRARY COOPERATIVE

Patricia Ryan, Executive Director

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

---

Mar-8-2011-163

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Regional Planning Commission of Greater Birmingham. (Non Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Regional Planning Commission of Greater Birmingham (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the transportation systems within the County as public services resources of the County; and  
WHEREAS, the Contractee has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of quality education.

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

1. The term of this Agreement shall begin upon execution of the contract and end September 30, 2011.
2. The County shall pay to the Contractee a lump sum payment of \$88,936.00 upon execution of this contract.
3. The Contractee shall provide the following services to the County:
  - a. Transportation planning in accordance with requirements set out in the State certification
  - b. Assist the Metropolitan Planning Organization (MPO) in designating and implementing local transportation projects to receive federal and state funding.
  - c. Assistance to the County as required in economic development undertakings
  - d. Provide planning and statistical services to the County on an area-wide and localized basis as required.

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

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

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

Regional Planning Commission of Greater Birmingham

Charles Bell, Executive Director

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

---

Mar-8-2011-164

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 SAP Public Services, Inc. to provide SAP software maintenance and support for the period January 1, 2011 - December 31, 2011 in the amount of \$246,486.25.

CONTRACT NO.: 2252

Contract Amendment No. 1

This Amendment to Contract entered into the 1<sup>st</sup> day of January 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and SAP Public Services Inc., hereinafter referred to as the "Contractor" to provide Annual Software Maintenance and Support for SAP System.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 29-05. The Contract between the parties referenced above, which was approved by the Commission on September 19, 2006 and recorded in Minute Book 152, Page 44 - 45 is hereby amended as follows:

• Amend Term of rate:	BSI U.S. Payroll Tax Processing Maintenance	\$ 10,069.92
	Enterprise Support	\$ 7,420.52
	My SAP Business Suite Enterprise Support	\$228,995.81
		246,486.25

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

JEFFERSON COUNTY COMMISSION

David Carrington, President

Jefferson County Commission

\_\_\_\_\_, Senior Director Contracts

SAP Public Services Representative

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

Mar-8-2011-165

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Jefferson County Commission is hereby authorized to execute a Statutory Warranty Deed to CSX Transportation, Inc. for the sale of property owned by Jefferson County (17.045 acres, more or less, by survey) located off Powder Plant Road for the sum of Seven Hundred Seventy Six Thousand, Five Hundred and NO/100 Dollars (\$776,500.00).

THIS INSTRUMENT PREPARED BY  
OR UNDER THE DIRECTION OF:  
Kim Bongiovatmi, Esq.  
CSX Real Property, Inc.  
500 Water Street  
Jacksonville, Florida 32202

SEND TAX NOTICE TO:  
CSX Real Property, Inc.  
Tax Department  
500 Water Street  
Jacksonville, Florida 32202

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Seven Hundred Seventy Six Thousand Five Hundred and NO/100 Dollars (\$776,500.00) to JEFFERSON COUNTY ("Grantor"), in hand paid by CSX TRANSPORTATION, INC., a Virginia corporation, 500 Water Street, Jacksonville, FL 32202 ("Grantee"), the receipt of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, the real estate described on Exhibit A, which is attached hereto and made a part hereof as if set out *in haec verba* and situated in Jefferson County, Alabama.

Subject, however, to those matters which are set forth in Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the said above described property unto the Grantee, together with all buildings, structures and improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and unto their heirs and assigns forever in fee simple.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than

that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, Grantor has caused its name to be signed hereto on this the 8<sup>th</sup> day of March, 2011.

Minute Clerk

W.D. Carrington, President

Jefferson County Commission

Exhibit A. Legal Description

WEST JEFFERSON COUNTY PARCEL

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 19 SOUTH, RANGE 5 WEST AND SECTION 18, TOWNSHIP 19 SOUTH, RANGE 4 WEST, JEFFERSON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE WITH CAP MARKED 13/18/24/19 MARKING THE SOUTHWEST CORNER OF SECTION 18. TOWNSHIP 19 SOUTH, RANGE 4 WEST, JEFFERSON COUNTY, ALABAMA.

FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERLY LINE OF SAID SECTION 18, RUN NORTH 00 DEGREES 02 MINUTES 26 SECONDS EAST A DISTANCE OF 2655.53 FEET TO A 5/8 INCH IRON ROD, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE ALONG SAID WESTERLY LINE, RUN NORTH 00 DEGREES 05 MINUTES 18 SECONDS EAST A DISTANCE OF 776.92 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-5 AT THE INTERSECTION OF SAID WESTERLY LINE AND A LINE BEING 175 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY OF THE CSX TRANSPORTATION RAILWAY (100 FOOT RIGHT OF WAY), SAID INTERSECTION BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERLY LINE, ALONG SAID PARALLEL LINE, RUN SOUTH 70 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 54.53 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S AND A TANGENT CURVE, CONCAVE NORTH, HAVING A RADIUS OF 1944.12 FEET;

THENCE ALONG SAID PARALLEL LINE AND CURVE TO THE RIGHT, RUN SOUTHWESTERLY AN ARC DISTANCE OF 989.28 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 09 MINUTES 19 SECONDS (CHORD OF SAID ARC BEARING SOUTH 85 DEGREES 32 MINUTES 03 SECONDS WEST A CHORD DISTANCE OF 978.64 FEET) TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S AND A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 1944.12 FEET;

THENCE ALONG SAID PARALLEL LINE AND CURVE TO THE RIGHT, RUN NORTHWESTERLY AN ARC DISTANCE OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 46 MINUTES 06 SECONDS (CHORD OF SAID ARC BEARING NORTH 79 DEGREES 00 MINUTES 14 SECONDS WEST A CHORD DISTANCE OF 60.00 FEET) TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-5 ON THE EASTERLY RIGHT OF WAY LINE OF POWDER PLANT ROAD (60 FOOT RIGHT OF WAY) AND A NON-TANGENT CURVE, CONCAVE WEST, HAVING A RADIUS OF 985.29 FEET.

THENCE LEAVING SAID PARALLEL LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE AND CURVE TO THE LEFT, RUN NORTHWESTERLY AN ARC DISTANCE OF 184.96 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 45 MINUTES 21 SECONDS (CHORD OF SAID ARC BEARING NORTH 05 DEGREES 52 MINUTES 21 SECONDS WEST A CHORD DISTANCE OF 184.69 FEET) TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-5 ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CSX TRANSPORTATION RAILWAY (100 FOOT RIGHT OF WAY) AND A NON-TANGENT CURVE, CONCAVE NORTH, HAVING A RADIUS OF 1769.12 FEET;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND CURVE TO THE LEFT, RUN SOUTHEASTERLY AN ARC DISTANCE OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 56 MINUTES 36 SECONDS (CHORD OF SAID ARC BEARING SOUTH 77 DEGREES 16 MINUTES 02 SECONDS EAST A CHORD DISTANCE OF 60.00 FEET) TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-5 AND A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 1769.12 FEET;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND CURVE TO THE LEFT, RUN NORTHEASTERLY AN ARC DISTANCE OF 951.15 FEET THROUGH A CENTRAL ANGLE OF 30 DEGREES 48 MINUTES 17 SECONDS (CHORD OF SAID ARC BEARING NORTH 86 DEGREES 21 MINUTES 32 SECONDS EAST A CHORD DISTANCE OF 939.74 FEET) TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE. RUN NORTH 70 DEGREES 57 MINUTES 24 SECONDS EAST A DISTANCE OF 1000.00 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691 -S;

THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN NORTH 70 DEGREES 57 MINUTES 24 SECONDS EAST A DISTANCE OF 1000.00 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S;

THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN NORTH 70 DEGREES 57 MINUTES 24 SECONDS EAST A DISTANCE OF 633.66 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S AND A TANGENT CURVE, CONCAVE NORTH, HAVING A RADIUS OF 4695.69 FEET;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, AND CURVE TO THE LEFT, RUN NORTHEASTERLY AN ARC DISTANCE OF 358.94 FEET (CHORD OF SAID ARC BEARING NORTH 68 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 358.86 FEET) TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S AT THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY LINE, RUN SOUTH 00 DEGREES 20 MINUTES 35 SECONDS EAST A DISTANCE OF 189.61 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-5 AT THE INTERSECTION OF SAID EASTERLY LINE WITH SAID PARALLEL LINE AND A NON-TANGENT CURVE, CONCAVE NORTH, HAVING A RADIUS OF 4870,69 FEET;

THENCE LEAVING SAID EASTERLY LINE, ALONG SAID PARALLEL LINE AND CURVE TO THE RIGHT, RUN SOUTHWESTERLY AN ARC DISTANCE OF 297.99 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 30 MINUTES 19 SECONDS (CHORD OF SAID ARC BEARING SOUTH 69 DEGREES 12 MINUTES 14 SECONDS WEST A CHORD DISTANCE OF 297.94 FEET) TO A 5/8 INCH IRON ROD AN CAP MARKED CA 691-S;

THENCE ALONG SAID PARALLEL LINE, RUN SOUTH 70 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 633.66 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S;

THENCE CONTINUE ALONG SAID PARALLEL LINE, RUN SOUTH 70 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 1000.00 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S;

THENCE CONTINUE ALONG SAID PARALLEL LINE, RUN SOUTH 70 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 945.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 175 FEET WIDE, BOUNDED ON THE WEST BY POWDER PLANT ROAD (60 FOOT RIGHT OF WAY), TO THE NORTH BY THE CSX TRANSPORTATION RAILWAY (100 FOOT RIGHT OF WAY), AND TO THE EAST BY THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 4 WEST, AND CONTAINING 16.026 ACRES (698,110 SQUARE FEET). MORE OR LESS.

#### EAST JEFFERSON COUNTY PARCEL

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 4 WEST, JEFFERSON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8 INCH IRON ROD AND CAP MARKED CA 691-5 MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 4 WEST, JEFFERSON COUNTY. ALABAMA.

FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERLY LINE OF SAID SECTION 8, RUN NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST A DISTANCE OF 768.92 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S AT THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF THE CSX TRANSPORTATION RAILWAY (100 FOOT RIGHT OF WAY), SAID INTERSECTION BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, CONTINUE ALONG SAID WESTERLY LINE NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST A DISTANCE OF 33.05 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-5 AT THE INTERSECTION OF SAID WESTERLY LINE WITH A LINE BEING 30 FEET NORTH OF AND PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE;

THENCE LEAVING SAID WESTERLY LINE, ALONG SAID PARALLEL LINE, RUN NORTH 64 DEGREES 36 MINUTES 40 SECONDS EAST A DISTANCE OF 894.81 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S;

THENCE CONTINUE ALONG SAID PARALLEL LINE NORTH 64 DEGREES 36 MINUTES 40 SECONDS EAST A DISTANCE OF 600.00 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S ON THE NORTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 59;

THENCE LEAVING SAID PARALLEL LINE, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, RUN SOUTH 29 DEGREES 56 MINUTES 51 SECONDS WEST A DISTANCE OF 52.75 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-S ON SAID NORTHERLY RIGHT OF WAY LINE OF THE CSX TRANSPORTATION RAILWAY;

THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, RUN SOUTH 64 DEGREES 36 MINUTES 40 SECONDS WEST A DISTANCE OF 556.62 FEET TO A 5/8 INCH IRON ROD AND CAP MARKED CA 691-5;

THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 64 DEGREES 36 MINUTES 40 SECONDS WEST A DISTANCE OF 908.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 30 FEET WIDE. BOUNDED TO THE WEST BY THE WESTERLY LINE OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 4 WEST, TO THE EAST BY INTERSTATE 59, AND TO THE SOUTH BY THE CSX TRANSPORTATION RAILWAY (100 FOOT RIGHT OF WAY). AND CONTAINING 1.019 ACRES (44402 SQUARE FEET), MORE OR LESS.

#### EXHIBIT B

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument No. 9407 page 7174.
2. Right of way for sanitary sewer as recorded in Real Volume 551, Page 101:
3. Right of way granted to Southern Natural Gas Company as recorded in Real Volume 80, Page 926; and
4. Right of way granted to Southern Natural Gas Corporation as recorded in Volume 2368, Page 179.
5. Less and except any part of subject property lying within the right of way of a public road.
6. Riparian easement granted to Bessemer Water Works as recorded in Volume 795, page 528.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Public Affairs Research Council of Alabama (PARCA) to provide consulting services to assist in the budget process in an amount not to exceed \$4,000.

FINANCIAL CONSULTING CONTRACT

THIS AGREEMENT entered into this 8<sup>th</sup> day of March, 2011, by and between Jefferson County, Alabama, hereinafter called "the County"; and the Public Affairs Research Council of Alabama (PARCA), a nonprofit organization authorized to do business in Alabama, hereinafter called "the Contractor". The effective date of this Agreement shall be January 12, 2011.

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

WHEREAS, the Contractor desires to furnish said consulting 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:
  - a. A PARCA staff member will attend and participate in budget hearings for Jefferson County departments during mid-January 2011 to assist County Commissioners in developing information that will improve its ability to make sound budgetary decisions. It is estimated that these hearings will require the availability of PARCA staff for approximately 24 hours over a two-week period.
  - b. PARCA will respond in a timely manner with data and explanatory memoranda to specific information requests from the County Commission that arise from these budget hearings and to perform other tasks of a financial nature as the Commission may authorize from time to time.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional financial consulting services to the Commission at any time after the effective date of this Contract and execution of the Contract by both Parties for a period of one (1) year with renewal, at the County's option, and Commission approval, for two (2) additional one year periods, not to exceed three (3) full years.
4. COMPENSATION: The Contractor shall be compensated for services rendered at a fixed fee cost not to exceed Four Thousand (\$4,000.00) Dollars per year.

In return for the services described above, the Jefferson County Commission agrees to compensate the Public Affairs Research Council of Alabama at the rate of \$85.00 per hour for actual time spent in attendance at budget hearings and for estimated time spent in research that responds to information requests from the Commission. Estimates for the time required to answer information requests will be agreed upon by the parties in advance, in order to ensure that the time commitments and expenditures under this Agreement can be maintained.

The parties agree to limit expenditures for the services described above to no more than Four Thousand (\$4,000.00) Dollars unless both parties agree to exceed this cap.

5. INDEPENDENT CONTRACTOR: Contractor acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally Contractor understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of Contractor. Contractor shall not represent itself to any third party as an agent or employee of Jefferson County. Contractor shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, including Workers Compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.
6. NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity in solicitation of contract services. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.
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. TERMINATION OF CONTRACT: This contract maybe terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this Agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.



9. **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.

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

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. 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.

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

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

14. **CONFLICTS OF INTEREST:** During the term of this Agreement, Contractor agrees not to represent any part with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this Agreement approved by the Commission

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

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

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

CONTRACTOR  
JAMES W. WILLIAM, Executive Director  
PARCA

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

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

---

Communication was read from Budget & Management recommending the following:

**A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Roads & Transportation \$638,747.50

Increase revenues and expenditures to record an 80% reimbursement from the Alabama Department of Transportation

for the purchase of additional right of way for the Morgan Road Widening Project.

2. Jefferson Rehabilitation & Health Center \$35,000

Shift funds from regular salaries to cover temporary staffing contracts.

**B. FOR INFORMATION ONLY**

Sheriff's Office \$0

Add one Victim Services Coordinator (Gr. 17) and delete one Police Community Relations Assistant (Gr. 16). Annual difference \$1,735.

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

---

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Cooper Green Hospital (5 Participants)

Jennie Reeves	\$315.00
Gussie Pittman	\$315.00
Carol Hill	\$315.00
Yolanda Smith	\$315.00
Deborah Pressley	\$315.00
Bruce Harris Symposium/Progress in OB/GYN 2011 Birmingham, AL - February 24-25, 2011	

Cooper Green Mercy Hospital (2 Participants)

Jeanette Davidson	\$175.00
Maria Debrow	\$175.00
Fetal Monitoring Workshop Birmingham, AL - October 7-8, 2010	

Family Court (2 Participants)

Brian Huff	\$1,141.25
James Sparks	\$1,091.27
13 <sup>th</sup> Annual LADCP Conference New Orleans, LA - April 26-29, 2011	

Personnel Board (2 Participants) For Information Only

Raymond Goolsby	\$140.00
Tiffany Owens	\$140.00
2011 University of South Alabama Spring Career Expo Mobile, AL - February 8, 2011	

INDIVIDUAL STAFF DEVELOPMENT

Commission

W. David Carrington	\$389.51
Mandated County Commissioner Training Center for Governmental Services - Auburn University Prattville, AL - January 21 & 22 – February 4 & 5, 2011	
W. David Carrington	\$1,578.19
Karrass - Seminar Atlanta, GA - February 24-25, 2011	

Board of Equalization

Donald R. McAllister	\$87.50
AAAO Midwinter Conference Opelika, AL - February 24-25, 2011	

Cooper Green Mercy Hospital

Geraldine Franklin	\$198.00
Online Seminar Health Industry Technology LLC Birmingham, AL - December 9, 2010 & March 16, 2011	
Cynthia Walterburg	\$179.00
Comprehensive Mental Health Assessment Seminar Birmingham, AL - February 3-4, 2011	

DeAnna Minard International Aids Society Course March 13-14, 2011	\$209.19
Land Planning and Development	
Bo Duncan Planners & Zoning Administrators Conference: Community Enhancement Through Zoning & Design Standards Madison, AL - April 27, 2011	\$169.00
Revenue	
Don Williams CROAA Course II - Legal Considerations of Local Revenue Needed for Certification Hoover, AL - February 9-11, 2011	\$195.00
Wesley Scott Moore Audit GR Hospitality Group, Inc. (Comfort Inn Fairfield) & Terradata, Inc. Nashville, TN & Dayton, OH - March 13-18, 2011	\$1,290.83
Bruce Thompson Audit Woodmere Creek Partnerships & Budgetline Cash Advance & Hathaway Development Inc. Atlanta, GA - April 3-8, 2011	\$1,047.95
Edgar Woodis Audit Dillard Smith Construction Co. & Community South Bank Chattanooga & Knoxville, TN - April 24-29, 2011	\$1,005.33
Edgar Woodis Audit Smith & Nephew Inc.; Anwar Enterprises Inc.; Holliday's & Western Enterprises, Inc. Memphis, TN - May 8-13, 2011	\$968.68
Travis Hulsey Registration for GFOAA Conference Hoover, AL - February 16-18; 2011	\$275.00
Sheriff	
George McCreless Jr. NYPUM Instructor Certification Workshop Alpharetta, GA - March 13-19, 2011	\$1,536.50
Tax Assessor	
John Powe AATA Mid-Winter Conference Mobile, AL - March 5-9, 2011	\$208.57
Personnel Board (For Information Only)	
Tiffany Owens Career Day 2011 Jacksonville State University Jacksonville, AL - February 7, 2011	\$100.00
Tiffany Owens United Negro College Fund 65 <sup>th</sup> Leadership Conference Birmingham, AL - February 4, 2011	\$150.00

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

---

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

For Week of 2/10/11- 2/16/11

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM A D I, ATLANTA, GA, TO PURCHASE LCD SECURITY MONITORS AND ACCESSORIES. SAP PURCHASE ORDER # 2000052638 \$5,806.36 TOTAL REFERENCE BID # 229-10
2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SOUTHERN HYDRAULICS AND MACHINERY

- COMPANY, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS. SAP PURCHASE ORDER # 2000049216 \$1,000.00 TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KENNAMETAL TRICON METALS, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS. SAP PURCHASE ORDER # 2000049187 \$1,000.00 TOTAL
4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS. SAP PURCHASE ORDER # 2000049156 \$1,500.00 TOTAL
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM AHURA SCIENTIFIC INCORPORATED, A DIVISION OF THERMO SCIENTIFIC, WILMINGTON, MA, TO AWARD CONTRACT FOR HANDHELD CHEMICAL ID KITS, FTS1 + FD XLS1 FOR THE PERIOD OF 3/08/11 - 3/07/12. SAP PURCHASE ORDER # 2000051491 EST. \$149,900.00 TOTAL  
REFERENCE BID # 50-11B
6. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR CHARLA HAMMELL, MAMIE JACKSON, DOROTHY WIGGINS FOR THE PERIOD OF 3/9/11 - 3/8/12. REFERENCE BID # 54-11 EST. \$47,205.00 TOTAL
7. COMMUNITY AND ECONOMIC DEVELOPMENT FROM SOUTHERN REMODELING, ADGER, AL, TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR BRENDA DUNKLIN FOR THE PERIOD OF 3/9/11 - 3/8/12. REFERENCE BID # 54-11 EST. \$14,600.00 TOTAL
8. COMMUNITY AND ECONOMIC DEVELOPMENT FROM SYMS CONTRACTORS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR LLOYD HOGAN FOR THE PERIOD OF 3/9/11 - 3/8/12. REFERENCE BID # 54-11 EST. \$20,529.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, FOR MAINTENANCE OF SHARP AND XEROX COPIERS. SAP PURCHASE ORDER # 2000052751 \$14,000.00 TOTAL  
REFERENCE BID # 251-08 AND # 205-09

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL FROM THE JOINT COMMISSION, BIRMINGHAM, AL, TO PAY FOR HOSPITAL LICENSING REQUIREMENTS COMPLIANCE. SAP PURCHASE ORDER #2000052582 \$5,725.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM UAB HOSPITAL BUSINESS OFFICE (SPECIALTY LABORATORY), BIRMINGHAM, AL, TO PAY FOR PAST DUE CELL MARKER TESTING ORDERED BY CGMH LABORATORY FOR PATIENTS REFERENCED ON INVOICES. SAP PURCHASE ORDER # 2000052604 \$13,208.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM C R BARD, MURRAY HILL, NJ, FOR GROSHONG CATHETERS - ITEMS EXPEDITED FOR SURGERY. SAP PURCHASE ORDER # 2000052438 \$5,630.00 TOTAL
4. PROBATE COURT FROM ELECTION SYSTEM AND SOFTWARE, BIRMINGHAM, AL, TO PURCHASE PRINTING FORMS FOR ELECTION. SAP PURCHASE ORDER #2000052583 \$18,655.00 TOTAL
5. PROBATE COURT FROM ELECTION SYSTEM AND SOFTWARE, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES FOR PRINTING FORMS FOR ELECTION 11/2/10 (COMPLETE BALLOTS AND SUPPLIES).  
SAP PURCHASE ORDER # 2000052739 \$117,460.00 TOTAL SOLE SOURCE

For Week of 2/17/11- 2/23/11

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM LOWES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PORTLAND CEMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048663 \$2,615.00 TOTAL  
REFERENCE BID # 86-08
2. JEFFERSON COUNTY PACA MEMBERS FROM START A HEART, CHATTANOOGA, TN, CONTRACT RENEWAL FOR AUTOMATED EXTERNAL DEFIBRILLATORS FOR THE PERIOD OF 3/19/201 - 03/18/2012.  
REFERENCE BID # 75-10 EST. \$1,178.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL PHARMACY DEPARTMENT FROM MORRIS AND DICKSON COMPANY LLC, WOODLANDS, TX, TO AWARD CONTRACT FOR REPETITIVE PHARMACEUTICAL DISTRIBUTION SERVICES FOR THE PERIOD OF 3/8/11 - 12/30/11. REFERENCE BID # 12-11 EST. \$8,000,000.00 TOTAL
4. JEFFERSON COUNTY NURSING HOME FROM BUDGET JANITORIAL, BIRMINGHAM, AL, TO AWARD CONTRACT FOR LIQUID DIAL SOAP AND DISPENSERS FOR THE PERIOD OF 3/1/11 - 2/28/12.

REFERENCE BID # 65-11 EST. \$35,600.00 TOTAL

5. GENERAL SERVICE BULK WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD CONTRACT FOR DIAL SOAP FOR THE PERIOD OF 3/1/11- 2/28/12. REFERENCE BID # 65-11 EST. \$19,250.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FROM GEORGIA HOSPITAL ASSOCIATION CARE CORE, MARIETTA, GA, FOR CARE CORE MEMBERSHIP RENEWAL. SAP PURCHASE ORDER # 2000052918 \$12,500.00 TOTAL
7. JEFFERSON REHABILITATION AND HEALTH CENTER FROM GAYMAR INDUSTRIES, BUFFALO, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER INVOICES FOR MATTRESS AND BED RENTALS. SAP PURCHASE ORDER # 2000048654 \$12,864.02 TOTAL REFERENCE BID # 25-10

RECOMMENDED FOR:

8. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM MEDS IV INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PARENTAL NUTRITION SOLUTIONS FOR THE PERIOD OF 1/20/11 to 1/19/12. REFERENCE BID # 44-10 EST. \$21,000.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, BREA, CA, FOR CHEMISTRY ANALYZER SUPPLIES AND SERVICES. SAP PURCHASE ORDER # 2000052438 \$14,587.42 TOTAL REFERENCE BID # 113-05 NEW BID CONTRACT # 203-1OR IS IN THE NEGOTIATION PROCESS.

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

---

Mar-8-2011-167

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety-day period for Sick Leave Conversion for Mary Angelia Coyle (Revenue Department) is hereby waived and Sick Leave is granted beginning upon approval.

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

---

Mar-8-2011-168

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and Crenshaw Computer Consulting, LLC authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS  
NON-DISCLOSURE AND DATA LICENSE AGREEMENT BETWEEN

JEFFERSON COUNTY COMMISSION, ALABAMA AND CRENSHAW COMPUTER CONSULTING, LLC

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

James A. Stephens

Finance and Information Technology

CONTRACTEE

Earl Crenshaw, Sr.

Crenshaw Computer Consulting, LLC

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

Mar-8-2011-169

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and B & L Associates, Inc. to provide maintenance and support for mainframe backup VTS hardware and software, time accounting, tape library and B & L Robotics for FY10-11 in the amount of \$22,302.

CONTRACT NO: 2181

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> November 2010 by and between Jefferson County Alabama, hereinafter called "the County", and B & L ASSOCIATES INC. called "the Contractor". The effective date of this agreement shall be as listed under the scope of services.

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

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for RFP No. 241-10 The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from B & L ASSOCIATES INC. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods and Services are as follows, but not limited to:

DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
ITEM 1: LICENSE		
B&L Robotic Interface for NX6830 PL5 Software	\$ 319.00	\$ 3,828.00
ITEM 2: MAINTENANCE/SUPPORT		
B&L Robotic	\$ 191.00	\$ 2,292.00
B&L Time Accounting	\$ 660.00	\$ 7,920.00
B&L Tape Library	\$ 660.00	\$ 7,920.00
B&L VTS Hardware (Only one month required this yr)	\$ 170.00	\$ 170.00
B&L VTS Software Support (Only one month required this yr)	\$ 172.00	\$ 172.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

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

4. 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. **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.
14. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
15. **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  
David Carrington, President  
Jefferson County Commission

WITNESSES: B & L ASSOCIATE, INC  
Leonard J. DiCarlo

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

---

Mar-8-2011-170

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Shadow-Soft, LLC to provide annual maintenance for the Red Hat Enterprise Linux Operating System (internet filter reporting software) for the period April 6, 2011 - April 5, 2012 in the amount of \$650.

CONTRACT NO.:00002175

SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> February 2011, by and between Jefferson County Alabama, hereinafter called "the County", and SHADOW-SOFT LLC called "the Contractor". The effective date of this agreement shall be April 6, 2011.

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

WHEREAS, the Contractor desires to furnish said software 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 purchase the software support hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for Annual Maintenance for Red Hat Enterprise Linux. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

PRODUCT DESCRIPTION	ANNUAL PRICE
RED HAT ENTERPRISE LINUX STANDARD (UP TO 2 SOCKETS) 4/6/2011 - 4/5/2012	\$ 650.00

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 April 5, 2012, 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 software support a sum of \$ 650.00; payment terms are Net 30.

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

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



7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. STATEMENT OF CONFIDENTIALITY Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
9. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
10. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.
12. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
14. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
15. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
16. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for

termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA  
 David Carrington, President  
 Jefferson County Commission  
 SHADOW-SOFT LLC  
 Eric Updegrove  
 Shadow-Soft LLC Representative

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

Mar-8-2011-171

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 LaSalle Systems Leasing, Inc. to provide annual maintenance for Cisco network equipment for the period February 3, 2011 - February 4, 2012 in the amount of \$127,237.60.

CONTRACT NO: 00002196

Contract Amendment No. 1

This Amendment to Contract entered into the 1<sup>st</sup> day of December, 2010, between Jefferson County, Alabama, hereinafter referred to as "the County, and LaSalle Systems Leasing, Inc., hereinafter referred to as the "Contractor" to provide SmartNet maintenance and support services for Cisco equipment.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's Request for Bid No. 62-10. The Contract between the parties referenced above, which was approved by the Commission on May 18, 2010 and recorded in Minute Book 159, Page 594-597 is hereby amended as follows:

Item 1. Term of Contract: The term of this contract shall be from February 3, 2011 to February 4, 2012, with the County's option to renew for one (1) additional one-year periods.

Item 2. Scope of Services:

To delete the following:

Part No.	Serial No.	Annual Amount
88808234700	PIX-535-UR-BUN	\$ 8,280.00
88808234702	PIX-535-FO-BUN	\$ 2,208.00
SAL0740MLVE	WS-C6509	\$ 5,460.00
SAL0740MLWK	WS-C6506	\$ 4,410.40
SAL0740MM7B	WS-C6509	\$ 5,460.00
WS-C6506-E	SAL12437GOC	\$ 3,322.90
WS-C6506-E	SAL12437GOX	\$ 3,322.90
ASA551 0-BUN-K9	JMX1251 L2QC	\$ 374.69

To add the following:

Part No.	Serial No.	Annual Amount
Nexus 5010	SSI14230DZW	\$ 772.80
WS-C6506-E	SAL1424KCLO	\$ 4,410.40
WS-C6506-E	SAL1424KCKX	\$ 4,410.40
CISCO281 1-V/K9	FTX1038A535	\$ 336.00
CISCO2811	FTX1302A4B3	\$ 336.00
CISCO2811	FTX1142A48Y	\$ 403.20
SPA-2X1GE-V2	JAE1235SZW3	\$ 320.00

To add the following:

Part No.	Serial No.	Annual Amount
ASR1000-ESP5	JAE1234SMGF	\$ 614.40
SASR1R1-AESK9-21SR		\$ 588.80

SPA-2X1GE-V2	JAE1235SZZ9	\$ 320.00
ASR1000-ESP5=	JAE131575137	\$ 614.40
FLASR1-10SRED-RTU		\$ 256.00
SASR1R1-QESK9-21SR		\$ 588.80
ASA5550-BUN-K9	JMX1434LOVO	\$ 1,919.20
ASA5550-BUN-K9	JMX1434LOUZ	\$ 1,919.20
WS-C4948-S	FOX1409GH3K	\$ 705.60
WS-SVC-FWM-1-K9	SAD072102MC	\$ 3,079.20
N5K-M1060-LAB	JAF14433DKLD	\$ 143.20
N5010-SSK9-LAB		\$ 1,008.00
CISC02821-V/K9	FTX1038A4WH	\$ 424.00
ASA5520-AIP20-K9	JMX1436L184	\$ 2,507.20
WS-C6506-E	SAL12437GOC	\$ 4,410.40
WS-C6506-E	SAL12437GOX	\$ 4,410.40
ASA5510-BUN-K9	JMX1251 L2QC	\$ 335.20

Item 4. Compensation:

The Contractor shall be compensated for the annual maintenance a sum of \$127,237.60; payment terms are Net 30.

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

JEFFERSON COUNTY COMMISSION

Jefferson County Commission

David Carrington, President

CONTRACTOR

John Drake, Manager

LaSalle Systems Leasing, Inc Representative

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

---

Mar-8-2011-172

RESOLUTION TO MOVE THE COMMUNICATIONS FUNCTIONS FROM GENERAL SERVICES TO THE DEPARTMENT OF INFORMATION TECHNOLOGY

WHEREAS: Current day technology and communications has evolved; and

WHEREAS: Jefferson County Commission will make every effort to stay at the forefront of technology as it relates to Jefferson County Communications; and

WHEREAS: The Information Technology and Communications being joined together will provide cost effective purchases and updates.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, effective March 8, 2011, the Communication functions of the General Service Department shall be transferred to the Department of Information Technology including divisions 2417, 2301, 2302, all positions, employees, and budgetary funds associated with Communication functions.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Directors of Budget Management and Human Resources are hereby authorized and directed to make all necessary budget and personnel record changes to accomplish the foregoing.

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

---

Mar-8-2011-173

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety-day period for Sick Leave Conversion for Lieutenant Jerry Frazier (Sheriff's Office) is hereby waived and Sick Leave is granted beginning upon approval.

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

WHEREAS, the City of Graysville desires to continue the enhanced law enforcement services as provided by the Sheriff; and

WHEREAS, the Sheriff is an independent, constitutional officer of the State of Alabama; and

WHEREAS, the City of Graysville and Sheriff Mike Hale have entered into an agreement to continue 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 services to residents of the City over and above what he presently provides to them.

WHEREAS, this agreement is a REVENUE agreement; and

WHEREAS, the enhancement of the Sheriff's budget and funds by the Jefferson County Commission, in the amount provided in this agreement, will provide the Sheriff the ability to provide services to the City of Graysville,

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

#### AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into by and between the City of Graysville, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as the "City"; Mike Hale as Sheriff of Jefferson County, Alabama, hereinafter referred to as the "Sheriff; (the City and the Sheriff are hereby sometimes referred to as the "Parties").

#### WITNESSETH:

WHEREAS, the City is desirous of receiving a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the City has requested that the Sheriff furnish enhanced law enforcement protection to its inhabitants and citizens; and

WHEREAS, the City desires that the Sheriff furnish enhanced law enforcement protection on a scheduled basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within the City; and

WHEREAS, the City desires to retain its ability to determine whether enhanced law enforcement services shall be provided by a City police department, by agreement with another law enforcement agency, or otherwise; and

WHEREAS, this Agreement for provision of enhanced law enforcement services is not intended by the parties, nor shall it be interpreted to be, a transfer, consolidation, or merger within the meaning of those terms for constitutional or statutory purposes, for pension purposes, or for any other purpose whatsoever, and it is the intention of the parties that this Agreement shall at all times be interpreted to be in harmony with the intention of the parties that no transfer, consolidation, or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the parties shall interpret and administer this Agreement to that end; and

WHEREAS, the Sheriff is an independent, constitutional officer of the State of Alabama; and

WHEREAS, it is further the desire of the City that responsibility for enhanced law enforcement within the City be performed by the Sheriff under the terms of this Agreement; and to the extent such activity is consistent with law and with the City's municipal purposes; and

WHEREAS, the enhancement of the Sheriffs budget and funds by the Jefferson County Commission will provide the Sheriff the ability to provide services to residents of the City over and above what he presently provides to them.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the Agreement, the parties hereto do covenant and agree as follows:

1. PAYMENT BY CITY. In consideration of the promises made herein by the Sheriff to tile City, the City shall pay to tile Office of Sheriff of Jefferson County tile suns of \$840,000.00 annually. The total amount reflects the cost to the Sheriff of the anticipated provision of the services of five (5) deputy sheriffs and their necessary equipment and vehicles. Monthly payments in the amount of \$70,000.00 are due on or before the 15<sup>th</sup> day of each month as long as this Agreement remains in effect, and shall be made to the Sheriff at tile address specified in Section 17 below.

2. PROVISION OF SERVICE BY THE SHERIFF. The Sheriff agrees to enhance law enforcement services in the City of Graysville. He anticipates that there will be five (5) deputies with patrol vehicles and equipment for a total of 40 hours per deputy for each week that this Agreement is in effect. The Sheriff anticipates that the deputy will be present within the City limits in shifts of eight consecutive hours; provided, however, the shifts themselves allay or may not be consecutive, as the Sheriff, in his best judgment, determines is appropriate to enhance law enforcement in the City, except under emergency circumstances when backup assistance may be required by other deputy sheriffs or municipal law enforcement officers. These services are to be completely paid for by the consideration paid by the City under the terms of this Agreement, which said consideration is completely separate and in addition to any and all ad valerein taxes and any other revenues paid by or received on behalf of the citizens represented by the City to the County. In recognition thereof, the Sheriff shall continue to have tile obligation to provide normal services to the citizens of the City to the same degree that such services are provided to the rest of Jefferson County, and the City is not to be charged extra for those normal services.

3. ENFORCEMENT OF LAWS. The Sheriff shall enforce all state laws and county ordinances applicable within the City, and the ordinances of the City. The deputy sheriff's provided pursuant to this Agreement by the Sheriff will have a general familiarity with the code of ordinances of the City and the City will provide adequate copies of books of ordinances of the City for this purpose at no cost to the Sheriff.
4. PROVISION OF SERVICES. The Sheriff shall provide the each deputy who provides service under this Agreement with a patrol vehicle and all other necessary or appropriate equipment. Deputies assigned to work by the Sheriff within the boundaries of the City shall operate out of the Forestdale Sheriff's Station. The responsibility of purchasing, maintaining, and repairing equipment used pursuant to this Agreement shall be borne by the Sheriff, though the amount of the increase in the enhancement of the Sheriff's budget per the terms of this Agreement may be used to cover this cost to the Sheriff.
5. VEHICLES. Title in and ownership of the vehicles purchased to perform enhanced law enforcement, and any equipment affixed thereto, shall be in the name of Jefferson County. Title in and ownership of any equipment purchased by the City for use by the Sheriff during the term of this agreement shall be in the name of the City.
6. TERM. This Agreement shall take effect on December 1, 2010 and continue for a period of one (1) year until November 30, 2011, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.
7. PERSONNEL. Nothing in this Agreement confers on anyone but the Sheriff the authority to be responsible for the hiring, training, assignment, discipline and dismissal of deputy sheriffs performing services under this Agreement. The City does hereby reserve the right and the Sheriff does hereby acquiesce in the City's right to reasonably request that the Sheriff transfer such personnel who, in the determination of the City, fail to perform in a manner consistent with the standards contemplated herein. Such determination to transfer personnel shall be made at the sole discretion of the Sheriff.
8. AUTHORITY TO ACT. The City does hereby vest in each sworn officer of the Sheriff, who from time to time may be assigned under this Agreement, to the extent allowed by law, the police powers of the City which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the Sheriff hereby, for the limited purpose of giving official and lawful status and validity to the performance therefore by such sworn officers. Such sworn officers of the Sheriff are hereby vested with the power to enforce the ordinances of the City, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto. The City shall adopt an ordinance adopting all state criminal statutes in effect as of the date of this Agreement and as subsequently amended by the Legislature.
9. CITY LAW ENFORCEMENT POLICY. The Sheriff shall confer with the City regarding law enforcement problems within the City and shall consider general policy direction from the City on how its services are delivered and to what area of the City a particular type or level of service should be delivered to counteract law enforcement problems within the City. In the event that a concern arises over the general policy direction of the City, the Sheriff will meet and confer with the City on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputies assigned pursuant to this Agreement shall, at all times, remain under the singular control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the City. At no time shall the Sheriff or any of his deputies be deemed to hold any municipal office of the City provided, however, nothing in this Agreement shall preclude the City from appointing its own chief of police and police officers,
10. MUNICIPAL COURT, FINES, FORFEITURES. The City shall maintain, at its own expense, a municipal court which shall have jurisdiction over matters as set forth in the Code of Alabama, which shall include, but not be limited to, any violation of the code of ordinances of the City. All fines and forfeitures rendered in the aforesaid municipal court, or any other court having jurisdiction over a matter involving charges made by the Sheriff within the City limits, shall be distributed to the City as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts. In the event that the defendant in any such municipal court established by the City is an inmate at the Jefferson County Jail (Birmingham) or the Jefferson County Jail (Bessemer) at the time of his/her trial, the City agrees to hold the trial for said defendant at the Jefferson County Jail where said defendant is incarcerated.
11. RECORDS. The Sheriff shall maintain Uniform Crime Reporting records regarding crimes committed within the City, and these records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and the age and sex of those arrested. The Sheriff shall provide a computer printout reflecting a summary of overall activity by event type to the City each month, and maintain a dispatch log with respect to calls for assistance. The dispatch log shall reflect the nature of the call, the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed, and the geographical location of the incident.
12. SOVEREIGN IMMUNITY. The City and the Sheriff hereto agree that nothing contained herein shall in any way waive the sovereign immunity that any of them enjoy presently, separately or jointly, under the Constitution and statutes of the State of Alabama. The parties agree that the City's determination to obtain enhanced law enforcement services by contract is an exercise of the legislative planning function of the City and that at no time will the City exercise any operational control over the activities of any employee of the Sheriff, nor shall it

perform or undertake any acts that are over and above a planning-level function with regard to the administration of this Agreement.

13. LIAISON. The Sheriff agrees to make available to the City a specific member or members of his supervisory staff (hereinafter referred to as "Liaison Officer") who shall be available twenty-four (24) hours per day to act as liaison between the City and the Sheriff. The Liaison Officer and the City shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The Liaison Officer shall, upon request of the City, be present at City meetings for discussion of the provision of police services within the City, for budget preparation purposes, or for any other purpose as the City shall request from time to time. The Sheriff or the Liaison Officer shall be responsible for submitting appropriate staffing or information to the City as is necessary for it to conduct its business. Any request for the presence of the Sheriff or the Liaison Officer, or for the production of any information or staffing, shall be communicated solely through the Mayor.

14. NO PLEDGE OF AD VALOREM TAXES. The parties acknowledge that this Agreement is not intended to constitute a general indebtedness of the City within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the Parties that the Sheriff shall not have the right to require or compel the exercise of ad valorem taxing power of the City or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement. It is further agreed between the Parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the City or any part thereof, and that the obligation for monetary payments called for and to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the budgetary discretion of the City.

15. SUBSTATION LOCATIONS. The City will provide to the Sheriff, at no cost to him, office space within the City, the location and size of which to be mutually agreed upon in the future, for the purpose of allowing deputy sheriffs assigned to the City to have office space available for their needs for the purpose of fulfilling the terms of this Agreement.

16. SHERIFF'S STATUS. Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of the City, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama.

17. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. The Sheriff of Jefferson County  
2200 8<sup>th</sup> Avenue North  
Birmingham, Alabama 35203  
(205) 325-5700
- B. The City of Graysville  
Mayor and City Council  
246 Main Street  
Graysville, Alabama 35073

18. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action or damage claim against any of the Parties to this Agreement arising from the performance of the obligation and responsibilities of the Parties herein or for any other reason.

19. LIABILITY OF THE CITY AND SHERIFF. The Sheriff will not defend or pay any judgment against the City arising out of any act or omission of the Sheriff or deputy sheriffs, his law enforcement personnel, or other employees of the Sheriff performing services pursuant to this Agreement. The City will not defend or pay any judgment against the Sheriff or any deputy sheriffs, whether in their official or personal capacity, said judgment arising out of any act or omission in the performance of this agreement. The City shall maintain separate liability insurance. Lawsuits and claims against the Sheriff and deputy sheriffs that may be filed from time to time hereunder shall be handled by the Sheriff in accordance with normal procedures. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the City and the Sheriff.

20. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the Parties hereto and may be modified or amended only by a document in writing executed by all the parties hereto and executed with the same formality of this Agreement.

21. NON-ASSIGNABILITY. The Sheriff shall not assign or delegate the obligations, responsibilities, or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the City at a public meeting.

22. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the same shall be severed from the Agreement, and the remainder of the Agreement shall continue in full force and effect.

23. LEGAL AUTHORITY. This Agreement at all times shall be construed consistently with the constitutional and statutory limitations of the State of Alabama. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the Parties accordingly.

This Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer, merger or consolidation as those terms are used in the Constitution of the State of Alabama or in any statute of the State of Alabama and as is further set forth in the recitations of this Agreement.

IN WITNESS THEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this 3<sup>rd</sup> day of December , 2008.

JEFFERSON COUNTY SHERIFF

Mike Hale, SHERIFF

CITY OF GRAYSVILLE

Doug Brewer, Mayor

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

---

Mar-8-2011-175

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Michael Bartee in the amount of Twelve Thousand One Hundred Fifty and 94/100 (\$12,150.94) Dollars.

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

---

Mar-8-2011-176

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Steven Rickett in the amount of Four Thousand Eight Hundred Forty and 00/100 (\$4,840.00) Dollars.

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

---

Mar-8-2011-177

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 Knight that the above resolution be adopted. Voting "Aye" Brown, Knight, Carrington and Stephens.

---

Mar-8-2011-178

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the law firm Boies, Schiller and Flexner, LLP, is hereby authorized to represent the County in lawsuit styled Assured Guaranty Municipal Corp. V. JP Morgan Chase Bank, NA, et al., Index No. 650642/2010, pending in the Supreme Court of the State of New York, County of New York, pursuant to the terms, rates and conditions set forth in the engagement letter between the law firm and the County approved by the Commission on June 1, 2010, at M.B. 160, Pgs. 48-49.

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

---

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

Mar-8-2011-179

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama, the City of Birmingham, the Sheriff of Jefferson County and The Board of Trustees of the University of Alabama for The University of Alabama Hospital at Birmingham (UAB) and University Hospital for care of the mentally ill for the period February 1, 2011 through September 30, 2012.

CONTRACT NO: 2255

PROFESSIONAL SERVICES CONTRACT  
INTER-COOPERATION AGREEMENT FOR CARE OF THE MENTALLY ILL

This Agreement entered into this 1<sup>st</sup> day of February 2011, by and between JEFFERSON COUNTY, ALABAMA, the SHERIFF of Jefferson County, Alabama and the CITY OF BIRMINGHAM, ALABAMA (hereinafter referred to as "the CONSORTIUM"), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA HOSPITAL AT BIRMINGHAM and UNIVERSITY HOSPITAL (hereinafter referred to as "HOSPITAL") are jointly concerned with and desirous of continuing a procedure for providing prompt care and evaluation of suspected mentally disturbed persons pending initiation of commitment proceedings in accordance with Alabama Act 353 (1975), and:

WHEREAS, the City, County Sheriff, and the Hospital desire to enter into an Inter-cooperation Agreement establishing such a procedure.

WHEREAS, the Hospital desires to furnish said services to the Consortium;

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

1. ENGAGEMENT OF CONTRACTOR The Consortium hereto agrees to engage the Hospital and the Hospital hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES This Contract results from Jefferson County's Invitation to Bid No. 14-11 R dated December 28, 2010, the terms of which are included herein by reference. The Hospital shall provide professional services and hospitalization for the mentally ill.
  - A. Non-Violent
    1. City and/ or Sheriff shall immediately transport to the Hospital emergency room and render such assistance as needed pending and during psychiatric evaluation.
    2. Officers are allowed to leave the Emergency Department once the patient has been evaluated and a decision has been made to admit the patient, even if no beds are currently available.
    3. Hospital shall perform as soon as possible an examination and recommend disposition of the individual. If recommended, Hospital may admit the individual to the hospital. If any individual is admitted to the hospital hereunder, the Hospital shall notify the Judge of Probate of such admission no later than the next business day following transmission. The Hospital shall notify the Department of Psychiatry of the need for consultation on those individuals needing psychiatric evaluation.
  - B. Violent
    1. City and/ or Sheriff shall immediately transport to the Hospital emergency room and render such assistance as needed pending and during psychiatric evaluation.
    2. Officers are allowed to leave the Emergency Department once the patient has been evaluated and a decision has been made to admit the patient, even if no beds are currently available.
    3. Hospital shall perform as soon as possible an examination and recommend disposition of the individual. If recommended, Hospital may admit the individual to Hospital. If any individual is admitted to the hospital hereunder, the Hospital shall notify the Judge of Probate of such admission no later than the next business day following transmission. The Hospital shall notify the Department of Psychiatry of the need for consultation on those individuals needing psychiatric evaluation.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK The term of the contract is from (1) February 1, 2011 through September 30, 2011. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three years.
4. COMPENSATION
  - A. The Hospital will furnish an invoice and spreadsheet to the County that includes the following:
    - 1) Account Number, 2) Patient Name, 3) Dates Patient Treated, 4) Detailed Account of Services provided for each patient, 5)



Amount due for each patient, 6) Which Municipality brought patient to Emergency Room, and 7) Supply the pro rata share that is invoiced to Birmingham, Jefferson County and Sheriff.

B. The Hospital shall be compensated for services as follows:

Part a. Emergency Evaluation and Hospitalization of persons suspected of Mental Illness. Hospital In-Patient rate per patient for each day each person stay in the hospital will be:

- \$700.00 per patient hospitalization; City of Birmingham \$175.00, Jefferson County \$525.00.

Hospital will cap the number of patients billed per day to no more than five (5) patients under both Part a. and Part b. of the contract, regardless of how many patients receive services form Hospital.

Part b. The daily professional rate for provision of these services will be \$118.00; City of Birmingham \$29.00, Jefferson County \$89.00.

Payment for psychological testing provided under Part a. and ordered by a Departmental Psychiatrist will be:

- \$448.00 per standard battery of test; City of Birmingham \$111.50, Jefferson County \$336.50
- \$698.00 per extended battery of tests; City of Birmingham \$174.00 Jefferson County \$524.00
- Psychiatric consultation at Hospital will be billed to Jefferson County at the rate of \$158.00 for each consultation

Emergency room psychiatric services at Hospital will be provided for the annual sum of \$74,988; City of Birmingham \$1,562.00 per month, Jefferson County \$4,687.00 per month

C. The above rates are for services provided which are not covered by other payors such as Medicaid and Medicare. Persons brought under this agreement covered by other payors will be billed to other payors until such time as their benefits are exhausted. When benefits are exhausted the patients will be considered as occupying one of the inter-cooperation beds.

D. Billing for services provided under this contract will be billed monthly by Hospital Billing Office to:

Office of the Mayor Birmingham City Hall Room 205 710 North 20th Street Birmingham, AL 35203	Purchasing Department Jefferson County Commission Suite 830 716 Richard Arrington Jr. Blvd. N Birmingham, AL 35203
--	--

Office of Commissioner Knight Jefferson County Commission 2 <sup>nd</sup> Floor Commission Office 716 Richard Arrington, Jr. Blvd. N Birmingham, AL 35203	Probate Judge Sherri Friday Jefferson County Commission Suite 100 716 Richard Arrington Jr. Blvd. N Birmingham, AL 35203
---	--

5. WARRANTY Hospital warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

6. 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 the parties. Should Consortium authorize Hospital to subcontract (assign) any portion of this contract, Hospital will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Hospital 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

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

8. STATEMENT OF CONFIDENTIALITY Hospital 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. INDEPENDENT CONTRACTOR The Hospital acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Hospital 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.

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

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

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

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

14. HOLD HARMLESS AND INDEMNIFICATION Consortium and Hospital shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors. Neither party, will indemnify, hold harmless, or defend the other party or any third party for any liability that may result from activities under this Agreement.

15. 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: Deb McGrew  
UAB MEB 300  
619 19<sup>th</sup> Street South  
Birmingham, AL 35294

Copy to: Jefferson County Commission  
Office of Commission Joe Knight  
716 N Richard Arrington Jr; Blvd.  
Birmingham, AL 35203

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

Copy-to: Jefferson County Commission  
County Attorney  
716 N Richard Arrington  
Suite 280  
Birmingham, AL 35203

16. 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.

17. INSURANCE The Hospital, an agency of the State of Alabama agrees to be responsible for any and all third party claims that arise as a result of the negligent acts and omissions of the Hospital, its officers, employees and agents in the performances of the work that is subject of this agreement. Hospital maintains a formal self insurance program to cover claims against the Institutions and it's employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

18. COUNTY FUNDS PAID Hospital and the Hospital's representative signed below certify by the execution of this Agreement that no part of the funds paid by the Consortium 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 Consortium or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

CONSORTIUM:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

Mike Hale, Sheriff

William A. Bell Sr., Mayor

City of Birmingham, Alabama

HOSPITAL:

BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR

THE UNIVERSITY OF ALABAMA HOSPITAL IN BIRMINGHAM

Patricia Raczynski, Associate Vice President for Financial Affairs

UNIVERSITY HOSPITAL

---

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

---

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

#### REQUEST FOR CERTIFICATIONS

Board of Equalization

Chairman of the Board of Equalization - provisional and regular position

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

---

Commissioner Carrington stated that the meeting of the Jefferson County Commission would recess until 10:00 a.m. to be reconvened for Bid Opening.

The Commission reconvened at 10:00 a.m. with the following members present:

District 2 Sandra Little Brown

District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

The President stated that the next order of business is as follows:

Bids were received and publicly opened and read from the following contractors on the Midfield Library Expansion project: A. G. Dre'co, Inc.; Bonds General Contracting, Inc.; Clements Dean Building Co. LLC; Coston General Contractors, Inc.; Goudy Construction, Inc.; Hester Construction, Inc.; Modern Quality Construction, Inc.; Southeast Construction Co.; Syms Construction Co. and Battle Miller Construction Co.

Bids were referred to Community & Economic Development for tabulation, report and recommendation.

---

Thereupon the Commission Meeting was adjourned to meet Tuesday, March 22, 2011, at 9:00 a.m. in Commission Chambers.

---

President

ATTEST

---

Minute Clerk