

STATE OF ALABAMA)

JEFFERSON COUNTY) September 28, 2010

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

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that the Minutes of September 21, 2010, be approved. Voting "Aye" Humphries, Bowman, Carns, Collins and Smoot.

Bids were received and publicly opened and read from the following contractors on the Cooper Green Mercy Hospital Emergency Room Project: Brice Building Company and BL Harbert

Bids were referred to Cooper Green Mercy Hospital for tabulation, report and recommendation.

Sep-28-2010-895

WHEREAS, in December 1985, the United Nations General Assembly declared the first Monday of October to be World Habitat Day in recognition of the state of human settlements and the basic need for adequate shelter for all; and

WHEREAS, World Habitat Day serves as a reminder to the world of our collective responsibility for the future of the shelter for all humanity and the Jefferson County Commission would like to recognize World Habitat Day; and

WHEREAS, adequate housing in sustainable and secure neighborhoods and communities leads to better health for families, stronger education for children and safer and more secure communities; and

WHEREAS, this year, Habitat for Humanity will highlight the need for stable communities and healthy housing during the 27th annual Jimmy & Rosalynn Carter Work Project, a week of revitalizing neighborhoods across the nation; and

WHEREAS, the Carters will work with volunteers to build, rehabilitate or repair 86 homes during this World Habitat Day event; and

WHEREAS, Greater Birmingham Habitat for Humanity is one of the host sites for this year's Jimmy & Rosalynn Carter Work Project improving the living conditions of 28 families across the local area; and

WHEREAS, the Jimmy & Rosalynn Carter Work Project will take place October 4-8, 2010 emphasizing that affordable housing should be a priority everywhere, in our communities, in our towns, in our country, in our world; and

WHEREAS, the Jefferson County Commission is proud to be a sponsor of the Jimmy & Rosalynn Carter Work Project hosted by Greater Birmingham Habitat for Humanity; and

WHEREAS, the Jefferson County Commission welcomes former President Jimmy Carter and Mrs. Carter to Jefferson County; and

WHEREAS, the Jefferson County Commission would like to recognize Greater Birmingham Habitat for Humanity for their dedication and service to the community;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that as a sponsor of the Jimmy & Rosalynn Carter Work Project, the Commission recognizes the first Monday of October as World Habitat Day and the dedication and service of Greater Birmingham Habitat for Humanity and welcomes former President Jimmy Carter and Mrs. Carter to Jefferson County.

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

STAFF DEVELOPMENT

Multiple Staff Development

Land Development - 3 participants

Zhaleh McCullers	Biloxi, Mississippi	\$548.96
A.C. Alrey	2010 SESWA Annual Conference	\$730.46
Johanna Burwinkle	October 6-8, 2010	\$635.46

Individual Staff Development

Deborah andrews	CGMH	San Diego, California National Black Nurse Assn. Annual Institute & Conference August 3-8, 2010	\$1,032.09
Allen Kniphfer	EMA	Emmitsburg, Maryland E951: NIMS ICS all-Hazard Incident Commander Train the Trainer Course October 3-8, 2010	\$387.15
Charles Tyler	Roads & Trans	Orange Beach, Alabama AssetWorks User Conference for Fleet Anywhere Software October 7-9, 2010	\$747.62

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

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

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

- ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/10 3/31/11. SAP PURCHASE ORDER # 2000044572
\$140,000.00 TOTAL REFERENCE BID # 89-10
- ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/10 TO 3/31/11. SAP PURCHASE ORDER # 2000043045
\$179,000.00 TOTAL REFERENCE BID # 89-10
- GENERAL SERVICES BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR RESTOCKING WAREHOUSE.
SAP PURCHASE ORDER # 7000005173 \$6,128.64 TOTAL REFERENCE BID # 278-08
- GENERAL SERVICES BULK STORES FROM US SOFT WIPING CLOTH INCORPORATED, GASTONIA, NC, RECOMMENDATION TO AWARD CONTRACT FOR WORKERS RAGS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
REFERENCE BID # 202-10 EST. \$43,250.00 TOTAL
- COOPER GREEN MERCY HOSPITAL (SURGERY) FROM C R BARD VASCULAR, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR OVERAGES RECEIVED ORDERED IN ERROR.
SAP PURCHASE ORDER # 2000043401 \$9,580.00 TOTAL
- COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM OLYMPUS AMERICA INCORPORATED, BIRMINGHAM, AL, TO PAY INVOICE FOR IMAGE CAPTURE SYSTEM FOR BRONCHOSCOPES.
SAP PURCHASE ORDER # 2000047542 \$9,256.22 TOTAL
- ROADS AND TRANSPORTATION ADMINISTRATION FROM VULCAN MATERIALS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GRAVEL AND STONE ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/10 TO 3/31/11. SAP PURCHASE ORDER # 2000031820 \$4,900.00 TOTAL
REFERENCE BID # 93-08
- GENERAL SERVICES BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR RESTOCKING PAPER TOWEL SUPPLIES. SAP PURCHASE ORDER # 7000005206 \$7,700.00 TOTAL
- GENERAL SERVICES PRINT SHOP FROM XPEDX, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT

FOR COPY PAPER, PRINT SHOP PAPER AND RELATED ITEMS (GROUP 2 AND 5) FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 143-10 EST. \$190,767.50 TOTAL

10. GENERAL SERVICES PRINT SHOP FROM STRICKLAND COMPANIES, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR COPY PAPER, PRINT SHOP PAPER AND RELATED ITEMS (GROUP 1, 3, 4, 6 10) FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 143-10 EST. \$362,535.44 TOTAL
11. REVENUE DEPARTMENT FROM NCP SOLUTIONS, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR JEFFERSON COUNTY TAX COUPON BOOKS FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 142-10 EST. \$150,000.00 TOTAL
12. COOPER GREEN MERCY HOSPITAL FROM BRESKO, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR COMMERCIAL KITCHEN EQUIPMENT FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000047599 EST. \$34,164.00 TOTAL REFERENCE BID # 215-10
13. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/10 TO 3/31/11. SAP PURCHASE ORDER # 2000044572 \$25,000.00 TOTAL REFERENCE BID # 89-10
14. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/10 TO 3/31/11. SAP PURCHASE ORDER # 2000043045 \$80,000.00 TOTAL REFERENCE BID # 89-10
15. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR LABORATORY TESTING AND GENERAL REFERRALS FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 192-10 EST. \$390,000.00 TOTAL
16. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM ADVANCED IMAGING, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR MONTHLY MAINTENANCE SERVICES ON MRI. SAP PURCHASE ORDER # 2000040943 \$18,250.00 TOTAL REFERENCE BID # 197-07
17. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCE-ONE TECHNOLOGIES, MENTOR, OH, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER REMAINING INVOICES FOR PROCESSOR SUPPLIES TO BE USED FOR DEVELOPMENT OF RADIOGRAPHIC FILMS. SAP PURCHASE ORDER # 2000035962 \$1,200.00 TOTAL REFERENCE BID # 15-08
18. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR PAST DUE INVOICES. SAP PURCHASE ORDER # 2000037622 \$34,000.00 TOTAL REFERENCE BID # 268-07
19. COOPER GREEN MERCY HOSPITAL FROM TIME TRAVEL FITNESS, BIRMINGHAM, AL, FOR ONE (1) EACH REHABILITATION EXERCISE EQUIPMENT AND TWO (2) EACH RECUMBENT BIKE. SAP PURCHASE ORDER # 2000047584 \$13,471.00 TOTAL

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
9/28/2010

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	HARD HATS	COMMUNITY DEVELOPMENT	23.32	1900043526
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LARGE DESK CALENDAR	COMMUNITY DEVELOPMENT	8.99	1900043525
DISTRICT 1	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES (PRINTER)	COMMUNITY DEVELOPMENT	69.98	1900043527
*DISTRICT 1					102.29	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BE READY DAY SECURITY & AUDIO VISUAL	EMERGENCY MANAGEMENT AGENCY	294.40	1900043740
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LP GAS	EMA	31.20	1900043741
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & PARTS	R&T: HIGHWAY MAINT-KETONA	46.34	1900043574
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLIPS & CORD LINE FROM FORBES DISTRIBUTING	R&T: TRAFFIC ENGINEERING	7.73	1900043573
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL PARTS, SERVICE PARTS, TRAINING MATERIALS	FLEET MGMT: ADMINISTRATION	188.66	1900043550
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SCREWS, DRILL BITS, WEED EATER PARTS, SPRAY PART	R&T: BRIDGE MAINT/CONSTR	216.76	1900043738
*DISTRICT 3					785.09	
DISTRICT 4	1000061	AMERICAN PAYROLL ASSN	62676 - DOUG HAND	PAYROLL	219.00	1900043536
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TABS, MARKERS, POSTAGE, OVERNIGHT LETTER, BINDERS	FC ADMIN SERVICES	268.53	1900043352
DISTRICT 4	1000193	JEFFERSON CO TREASURER	BESSEMER COURTHOUSE SIGNAGE	GEN SVCS: ADMINISTRATION	170.00	1900043581
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POST FOR MAILOUTS FOR REVENUE/TAX ASSESSORS	GEN SVCS: ADMINISTRATION	116.24	1900043708
DISTRICT 4	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	8,263.98	1900043548
DISTRICT 4	1000405	NAT COUNCIL OF JUVENILE	2010/11 MEMBERSHIP DUES BRIAN HUFF	FC ADMIN SERVICES	195.00	1900043572
DISTRICT 4	1000600	FAMILY COURT OF BHAM	DEPOSIT TICKET CHARGE-REGULAR SUPPORT ACCT	FC JUVENILE PROBATION	95.09	1900043505
*DISTRICT 4					9,327.84	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOOK	ES: SANITATION ADMINISTRATION	162.19	1900043510
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TEST LIGHT, WIRE STRIPPERS	ES: CONSTRUCT SEWER LINE	11.56	1900043410

DISTRICT 5	1000193	JEFFERSON CO TREASURER	COIL KIT TO REPAIR CRANE	ES: VILLAGE CREEK WWTP	490.00	1900043720
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DISC FOR REPAIR OF CRANE	ES: VILLAGE CREEK WWTP	440.00	1900043723
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COIL KIT TO REPAIR CRANE	ES: VILLAGE CREEK WWTP	490.00	1900043726
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POST FOR REGISTERED LETTER FOR JOB INTERVIEWS	ES: PACKAGE WWTP & PUMP STATIO	22.16	1900043578
DISTRICT 5	1000193	JEFFERSON CO TREASURER	7/8"NUTS,7/8"BOLTS, 7/8"WASHERS,GEN BATTERY	ES: PACKAGE WWTP & PUMP STATIO	219.04	1900043743
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BLADES,BOLTS,CEMENT,CLAMPS,PVC ADAPT,	ES: PACKAGE WWTP & PUMP STATIO	100.59	1900043749
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED CORD FOR WEED TRIMMERS	ES: LEEDS WWTP	34.94	1900043582
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY BACKUP, INK CARTRIDGE, AND PAPER	ES: TURKEY CREEK WWTP	169.97	1900043703
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLUTCH DISC	ES: VILLAGE MAINTENANCE SHOP	453.21	1900043754
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRUCK DRAWBAR, PAINT	ES: CONSTRUCT SEWER LINE	143.49	1900043633
DISTRICT 5	1000193	JEFFERSON CO TREASURER	US BATTERY	ES: BARTON LAB	76.54	1900043706
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT	ES: CONSTRUCT SEWER LINE	118.47	1900043707
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WEEDEATER CORD AND 7/16 ROPE	ES: VALLEY CREEK WWTP	156.12	1900043566
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRANSFER SWITCH FOR THE PIPE PUMP STATION	ES: PACKAGE WWTP & PUMP STATIO	41.65	1900043575
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOP SOIL FOR NEIGHBOR'S YARD REPAIR /BENT BROOK	ES: PACKAGE WWTP & PUMP STATIO	13.56	1900043576
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAFETY SWITCH FOR THE REPUBLIC PUMP STATION	ES: PACKAGE WWTP & PUMP STATIO	302.34	1900043577
*DISTRICT 5					3,445.83	
**					13,661.05	

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

REQUEST FOR CERTIFICATION

District Attorney - Bessemer - Bad Check Unit

District Attorney Investigator

Human Resources

Administrative Assistant III

Revenue

Administrative Coordinator

Tax Assessor - Bessemer

Administrative Assistant IV

Tax Collector - Bessemer

Accounting Assistant II

Economic Development

Administrative Analyst

Information Services - Technical Services

Information Security Officer

General Services - Administration

Administrative Assistant II

Maintenance Repair Worker

Housekeeping Assistant

Laborer I - 2 positions

Roads & Transportation - Hwy Maint - Bessemer

Asst. Hwy Maint/Const Supt

Roads & Transportation - Hwy Maint - Ketona

Environmental Services - Shades Line Maintenance

Heavy Equipment Operator - 2 positions

Skilled Laborer - 3 positions

Environmental Services - Valley Maintenance Shop

Wastewater Treatment Plant Maintenance Worker

Jefferson Rehabilitation & Health Center - Nursing Services - Nursing Facility

MDS Coordinator -2 positions

Cooper Green Mercy Hospital - Medical/Surgical

Staff Registered Nurse - Baylor Plan

Cooper Green Mercy Hospital - 7South

Staff Registered Nurse

Cardiac Monitor Technician

Cooper Green Mercy Hospital - Geri Psych

Licensed Practical Nurse

Cooper Green Mercy Hospital - St. George's Clinic

Sr. Social Worker

Cooper Green Mercy Hospital - Emergency Room

Flexi-Pool Staff Nurse

Cooper Green Mercy Hospital - Medical Records

Medical Clerk

Cooper Green Mercy Hospital - Housekeeping

Housekeeping Assistant

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

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

Sep-28-2010-896

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Fifty Thousand & 00/100 Dollars (\$50,000.00) from 2005 Unprogrammed Funds to the 2005 Volunteer Housing Project.

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

Sep-28-2010-897

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 the HOME Program Development Agreement for Hickory Ridge (Special Needs Rental Housing for the Elderly) with JCHA Housing and Development Corporation. Hickory Ridge is an affordable housing development for low income elderly households. The purpose of said Amendment #2 is to change the site address and legal description and make technical adjustments.

SECOND AMENDMENT

TO THE

HICKORY RIDGE DEVELOPMENT AGREEMENT

(HOME SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY)

THIS SECOND AMENDMENT TO THE HICKORY RIDGE DEVELOPMENT AGREEMENT (HOME SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY) (this "Amendment") effective as of the day of 2010, is made by and among JEFFERSON COUNTY, ALABAMA, a body politic ("County"), and JCHA HOUSING AND DEVELOPMENT CORPORATION ("Owner/Developer").

WHEREAS, County and Owner/Developer entered into that certain Hickory Ridge Development Agreement (HOME Special Needs Rental Housing for the Elderly) dated October 20, 2009 and found at Jefferson County Minute Book 158 Page 554 (the "Agreement"), relative to the development of a special needs rental housing project for the elderly to be located at 3621 Murphree Road, Birmingham, Alabama 35217 and known as Hickory Ridge ("Project"); and

WHEREAS, the Agreement referenced certain real property on its attached Exhibit "A" and the site address and legal description for such real property has changed. The County and Owner/Developer wish to amend the Agreement to change the site address and legal description; and
(Exhibits on file in the Office of Community & Economic Development)

WHEREAS, a portion of the funding to be utilized for the Project shall come from Department of Energy (DOE) Grant Funds and the County and Owner/Developer wish to incorporate the County's DOE Grant Agreement for said funds into this Agreement; and

NOW THEREFORE, in consideration of the foregoing, those agreements outlined herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, consent and promise as follows:

1. The site address specified in the Recitals shall be changed 3900 Industrial Parkway, Birmingham, Alabama 35217 (the "Site"). Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Jefferson County of a release of funds from the U. S. Department of Housing and Urban Development (HUD) under 24 CFR Part § 58. The parties further agree that the provision of any funds to the Project is conditioned upon the sole

determination of Jefferson County Office of Community Development (“the Community Development Office”) to proceed with, modify or cancel the Project based on the results of a subsequent environmental review.

2. Exhibit "A" of the Agreement is hereby revised as follows:

All that tract or parcel of land lying in the northwest 1/4 of the southwest 1/4 of Section 28, Township 16 South, Range 2 West and being more particularly described as follows: Commencing at 2 inch capped open top pipe found at the southwest corner of the northwest 1/4 of the southwest 1/4 of Section 28, Township 16 South, Range 2 West, said capped open top pipe being the TRUE POINT OF BEGINNING. Thence leaving said corner and continuing along the west line of Section 28 North 00 degrees 13 minutes 04 seconds West a distance of 1230.00 feet to a 5/8 inch capped rebar set (Alabama PLS 30188); Thence leaving said section line North 88 degrees 29 minutes 20 seconds East a distance of 155.00 feet to a 5/8 inch capped rebar set (Alabama PLS 30188); Thence North 01 degrees 05 minutes 03 seconds West a distance of 120.00 feet to a 5/8 inch capped rebar set (Alabama PLS 30188) on the southerly right of way of Industrial Parkway (having an apparent 80 foot right of way); Thence continuing along said right of way the following courses and distances: along a curve to the right, said curve having a radius of 735.68 feet, with an arc distance of 49.21 feet, with a chord bearing of South 88 degrees 26 minutes 59 seconds East and a chord length of 49.20 feet to a point; South 88 degrees 15 minutes 11 seconds East a distance of 455.80 feet to a 5/8 inch capped rebar set (Alabama PLS 30188); Thence leaving said right of way South 01 degrees 05 minutes 03 seconds East a distance of 1338.37 feet to a 5/8 inch capped rebar found on the south line of the northwest 1/4 of the southwest 1/4 of Section 28, Township 16 South, Range 2 West; Thence continuing along said south line South 89 degrees 56 minutes 27 seconds West a distance of 678.09 feet to a 2 inch capped open top pipe found at the southwest corner of the northwest 1/4 of the southwest 1/4 of Section 28, Township 16 South, Range 2 West, said capped open top pipe being the TRUE POINT OF BEGINNING. Said tract of land contains 20.237 acres (881,506 square feet).

3. The following sentence shall be added to Section III(A)(1) of the Agreement: "Owner must comply with all Department of Energy requirements associated with the Department of Energy Grant Funds awarded under this Agreement" as specified in the County's grant Agreement (DE-EE0000830) dated October 1, 2009 incorporated herein as Exhibit "K".

4. The second sentence of Section VI(B)(2) shall be revised to read as follows: Reimbursement shall be payable upon receipt following approval from the Jefferson County Office of Community & Economic Development and shall be based upon actual work completed.

5. Except as expressly amended hereby, this Agreement shall continue to be in full force and effect.

6. This Amendment may be executed in several counterparts, each which shall be deemed an original but all of which shall constitute only one agreement. This Agreement may be exchanged via facsimile of signature pages executed by the parties hereto.

IN WITNESS WHEREOF, County and Owner/Developer have executed this Amendment effective as of the day of , 2010.

ATTEST:

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins

Its: President, Jefferson County Commission

ATTEST:

JCHA Housing & Development Corporation

By: Jane Bailey

Its: President

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

Sep-28-2010-898

BE IT RESOLVED, by the Jefferson County Commission that the president, Bettye Fine Collins, be and she is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. for engineering services associated with the Gardendale New Castle Park Project (CD09-03F-UM04-GNP). The fee for these services will be Thirty Four Thousand Eight Hundred Ninety Five and 00/100 Dollars (\$34,895.00), and will be paid for in full with federal funds. This project is from the Program Year 2009 funds.

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

Sep-28-2010-899

BE IT RESOLVED by the Jefferson County Commission that the Finance Director shall be authorized and directed to transfer funds in the amount of \$60,000 to Cooper Green Mercy Hospital (Fund 7031000000) from the Cooper Green Mercy Hospital Foundation Account (Fund 5010000000). After the funds are transferred, the Jefferson County Finance Director shall issue a check in the amount of \$60,000 from Cooper Green Hospital (Fund 70310000) to be deposited into the Cooper Green Mercy Hospital Discretionary Account.

These funds in the Cooper Green Mercy Hospital Account (Fund 5010000000) were raised by previous Urban Art events and will be used to provide management and fundraising activities for the 2010 Urban Arts Fund Raiser to benefit Jefferson Health System.

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

Sep-28-2010-900

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Lawrence J. Downs, D.P.M. to provide full-time podiatry services in the Diabetes Center for Excellence Clinic at Cooper Green Mercy Hospital for FY10-11 in the amount of \$134,992.

EMPLOYMENT CONTRACT

THIS AGREEMENT by and between JEFFERSON COUNTY COMMISSION., (JCC), and Lawrence J. Downs, D.P.M., ("Contractor").

WITNESSETH:

WHEREAS, JCC desires to employ Contractor for the purpose of services at the Cooper Green Mercy Hospital ("Hospital") facility located at 1515 6th Avenue South, Birmingham, Alabama, 35233, (HPSA ID# 101073) and the related clinics of Jefferson (Cooper Green and the related clinics are referred to collectively as the "facilities").

WHEREAS, Contractor shall provide Podiatry services for a minimum of forty (40) hours per week, at the facilities.

WHEREAS, Contractor is agreeable to being employed for the purpose of providing such medical services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants hereinafter contained, the parties agree as follows:

1. Duties and Obligations of Contractor:

Perform the duties of a full-time Podiatrist in Diabetes Center for Excellence clinic within Jefferson Health System. All such duties shall be performed in accordance with applicable standards, Hospital policy and procedures and State, Federal and Local laws. Contractor shall perform the following:

Diagnosis and treatment of foot ailments to include, but not limited to, corns, calluses, ingrown toenails, bunions, heel spurs, arch problems, ankle and foot injuries, deformities, infections and other foot complaints associated with diseases such a diabetes. Contractee will render care in accord with the generally accepted standard of care, including the appropriate referral of patients to physicians who practice in other specialties, when the rendering of care is in accord with the generally accepted standard within the province of other specialties, or more appropriately render by other specialties.

Additional duties and obligations include:

- a) Assist with the development of policies of Hospital as they pertain to agreed upon medical health services.
- b) Provide professional assistance to the assigned Hospital administrator as needed.
- c) Review and support treatment protocols, formularies, and procedures established by the Hospital, including compliance with current prudent clinical documentation standards as they relate to accreditation and regulatory agency requirement.
- d) Abide by guidelines established or agreed to by Hospital such as the American

Podiatric Medical Association (APMA) or the Joint Commission as applicable as well as any and all applicable orders of courts with appropriate jurisdictions.

- e) Utilize the Hospital formulary where clinically appropriate in prescribing medications.
- f) Make appropriate referrals to health care providers, upon whom the Hospital has ongoing professional relationships.
- g) Make no referral to other providers with which the Contractor has any direct or indirect financial interest.
- h) Observe and follow Hospital procedures and policies, including (but not limited to) quality assurance, risk management and utilization review.

i) Practice universal precautions in performance of medical services, in compliance with Infection Control procedures and in accordance with applicable local, state, and national practices.

j) Make himself available via telephone to consult on patient needs, making medical care decisions, providing prescriptions via phone as needed, emergency room referrals and other telephone/electronic consultation that are permissible by accepted standards and laws.

k) Agrees to cooperate with the Hospital in defense of any litigation.

l) Shall document all medical interventions and outcomes in the patient's medical record.

m) Perform all other duties and responsibilities that are usual and ordinary for a Podiatrist and evaluate the quality and appropriateness of patient care.

2. Conditions of Employment

(a) JCC hereby employs the Contractor and the Contractor hereby accepts such employment under the terms and conditions hereinafter provided.

(b) Contractor shall on a full-time basis provide medical staffing and coverage for all patients of JCC who come, or are brought, to the facilities during operating hours of the facilities. JCC shall establish hours for operation of the facilities and the Contractor shall be responsible for coverage at the facilities during such hours of operations. Contractor shall work not less than an average of forty (40) hours per week in rendering medical services to patients at the facilities: excluding time spent traveling or providing oncall coverage. Provided, the foregoing provision shall not be interpreted to prevent Contractor from holding himself out for employment by others in the same or a like line of work as called for by this contract.

(c) The quality of medical treatment furnished by Contractor shall be consistent with the standards of care for physicians trained in Podiatry, and shall meet all standards of the Joint Commission and AMA, acceptable of medical practice and shall be reasonably acceptable to JCC.

(d) Contractor shall duly record the medical record in a timely manner all professional services rendered by Contractor at the facilities which would include the charge codes for such services, on forms provided by JCC. Contractor shall be responsible for appropriate coding of all professional services performed by Contractor pursuant to this Agreement.

(e) Contractor shall participate in all managed care agreements, preferred provider organization agreements, health maintenance organization agreements, and any other programs or agreements in which JCC is or becomes a participant. Contractor shall not, without JCC's prior written authorization, enter into any managed care agreement or arrangement or any other agreement to provide physicians services except through JCC.

(f) Contractor shall become and remain, throughout the Term of this Agreement, a member in good standing of the medical staff of Cooper Green Mercy Hospital. Contractor shall attend all medical staff meetings as required and shall participate as a member of such medical staff committees as required.

(g) All case records, case histories, x-ray films and regular files concerning the patients of JCC or patients consulted, interviewed, treated, or cared for by Contractor shall belong to and remain the property of JCC. All records, documents and personal or professional files pertaining to patients of the JCC or patients to whom the Contractor has rendered professional services, pursuant to this Agreement ("Patient Records") shall belong to, and remain the property of the JCC.

(h) Throughout the Term of this Agreement, Contractor shall hold a current, valid, and unrestricted license to practice podiatry in the State of Alabama. Contractor shall also hold current, valid, and unrestricted federal (DEA) and state narcotics registrations.

(i) Employee agrees to read and familiarize himself/herself with the terms of the Employer Corporate Compliance Plan, attached hereto as Exhibit A (not attached to copy given to Minute Clerk), and agrees to abide in all respects with the terms of such Corporate Compliance Plan.

3. Compensation to Contractor for Defined Service Obligations:

(a) The parties have mutually established charges for medical services to be rendered by Contractor, and such charges shall remain reasonable and appropriate charges and may be revised accordingly from time to time as mutually agreed between the parties. JCC shall bill and collect from patients of facilities, or from the persons, firms or entities responsible for such payments, the charges for the professional and medical services rendered by Contractor to or for such payments, the charges for the professional and medical services rendered by Contractor to or for such patients. Such billings and all accounts receivable shall be in the name of JCC, and, and in the event this Agreement terminates for any reason, JCC shall maintain sole ownership of such billings and accounts receivables. JCC shall indemnify and hold physician harmless from any disputes arising from such billing and collection activities.

(b) Contractor shall receive as base annual compensation the sum of One Hundred Thirty Four Thousand, Nine Hundred Ninety Two and 00/100 Dollars (\$134,992.00), to be paid in equal biweekly installments of Five Thousand One Hundred Ninety Two and 00/100 dollars (\$5192.00) in arrears, on the Friday following the conclusion of the two week pay period.

(c) All compensation and applicable benefits paid or given to Contractor under this Agreement is subject to deductions for FICA, federal, state, and local income taxes.

4. Duties and Obligations of JCC:

JCC shall provide the following to or for Contractor:

(a) Space, facilities, and equipment reasonably required by Contractor for the performance of Contractor's services at facilities.

(b) Drugs and other medical supplies, expendable and non-expendable, linen and janitorial services necessary for the performance by Contractor of the services provided for in this Agreement.

(c) Required support personnel, including nurses. Contractee may consult with Hospital Administration concerning personnel assigned to assist in the performance of the duties obligated by this agreement.

(d) Contractor shall be entitled to participate in the following benefits program on the same rates and terms available to county employees; family health and dental insurance, pension, and life insurance coverage.

5. Vacation Days/Sick Days/Continuing Medical Education Days:

Contractor shall be entitled without loss of pay to absent himself with pay voluntarily from the performance of his or her duties under this Agreement as follows:

(a) Except as limited below, Contractor shall be entitled to paid holidays and to accrue and bank vacation and sick leave under the contract before utilization of such leave.

(b) The time of vacations shall be scheduled in a reasonable manner by Contractee and approved by Employer. Contractor shall not be entitled to receive any additional compensation from Employer on account of Contractor's failure to take a vacation. Contractor shall be entitled to accumulate unused vacation time as authorized for all county employees.

(c) Contractor shall be reimbursed up to \$4,500 annually for continuing medical education expenses and for the reasonable costs of professional dues and subscriptions.

(d) Contractor shall be entitled to five (5) working days for continuing medical education per year.

6. Insurance (Indemnification):

In lieu of professional malpractice insurance, Contractor shall be indemnified by the Hospital for up to \$100,000 in accordance with the Jefferson County indemnification policy applicable to Jefferson County employees. JCC agrees to obtain, maintain, and pay all premiums for a professional liability insurance policy for podiatrist with PICA in Brentwood, Tennessee with limits of no less than one million dollars for each loss and three million in annual aggregate amount (this is the insurance policy that the Podiatrist has had for many years.)

7. Term:

The term of this agreement shall be from the effective date October 1, 2010 through September 30, 2013. However, the contract can be renewed, at the County's option, for two (2) additional one-year periods, not to exceed three (3) years.

8. 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.

9. Right of Termination Under Certain Contingencies:

JCC may terminate this Agreement effective immediately upon written notice to Contractor under the following circumstance:

(a) The suspension or loss of Contractor's license to practice podiatry in the State of Alabama, or if said license is not otherwise in good standing;

(b) Contractor's death;

(c) Contractor becomes, in the good faith judgment of JCC, substantially unable to perform the essential functions of Contractor's job, with or without reasonable accommodation, for a period of three (3) month, or periods aggregating to three (3) month in any twelve (12) month period;

(d) Reduction or loss of Contractor's medical staff membership or privileges;

(e) Contractor's acts or conduct materially detrimental to patient care, or reputation or operations of JCC;

(f) Contractor's acts of willful and intentional harassment or discrimination; or

(g) Contractor's conviction of an offense related to health care or Contractor's listing by a federal agency as being disbarred, excluded, or otherwise ineligible for federal program participation.

10. NONDISCRIMINATION 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 of resident and/or other staff involved.

11. CONFIDENTIALITY.

Both Contractor and County agree to abide by all federal, state and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services. Neither party to this Agreement shall use the name of the other party in any promotional or advertising material without the prior written consent of the other party.

12. NON-ASSIGNMENT.

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This agreement shall inure to the benefit of and are binding upon parties hereto and their respective successors and permitted assigns.

13. STATEMENT OF INTEREST.

The parties hereto agree that nepotism does not exist between either the Contractor or any member of the Jefferson County Commission or the Chief Executive Officer of Cooper Green Mercy Hospital, nor are the parties hereto receiving pecuniary benefits other than those identified in the Contract, and that there exists no conflict of interest or relationship between the parties. Contractor and the JCC representative signed below, certify by the executions of the Agreement that no part of the funds paid by the JCC pursuant to the 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 JCC 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, not 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.

14. Notices:

Any notice permitted or required under this Agreement shall be deemed given when deposited in the United States mail, certified, postage prepaid, addressed as follows:

If to JCC: Jefferson Health System (Jefferson County Commission)
1515 6th Avenue South
Birmingham, AL 35233
Attn: Dr. Sandral Hullett, M.D.

If to Contractor: Lawrence J. Downs, D.P.M.
P.O. Box 130397
Birmingham, AL 35213

Contractor,
Lawrence J. Downs, D.P.M.
Doctor of Podiatric Medicine
Jefferson County Commission
Birmingham, Alabama
Bettye Fine Collins, President

Cooper Green Mercy Hospital, Birmingham, Alabama
Sandral Hullett, M.D.
CEO & Medical Director

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

Sep-28-2010-901

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Alabama Psychotherapy & Wellness Center to provide qualified psychologist services to referred patients of St. George's Clinic for FY10-11 in the amount of \$78,000.

CONTRACT EXTENSION

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

WITNESSETH:

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

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 1st day of October, 2009, which was approved by the Jefferson County Commission on August 4, 2009, and recorded in Minute Book 158, Page(s) 305-307 and

Amended on the 3rd day of August 2010, which was approved by the Jefferson County Commission on August 3^d, 2010 and recorded in Minute Book 160, Page(s) 259, is hereby extended as follows:

Item 3: Extend the effective date of this contract from October 01, 2010 to September 30, 2011.

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

Jefferson County Commission
Bettye Fine Collins, President

Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

Alabama Psychotherapy & Wellness Center
Lome Dann, Ph.D.

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

Sep-28-2010-902

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Lisa Mullins, Registered Therapeutic Dietician to provide dietician services to referred patients of St. George's Clinic for FY10-11 in the amount of \$20,000 - grant funds.

CONTRACT EXTENSION

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

WITNESSETH:

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

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 1st day of October, 2009, which was approved by the Jefferson County Commission on August 4, 2009, and recorded in Minute Book 158, Page(s) 304-305, is hereby extended as follows:

Item 3: Extend the effective date of this contract from October 01, 2010 to September 30, 2011.

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

Jefferson County Commission
Bettye Fine Collins, President

Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

Lisa Mullins

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

Sep-28-2010-903

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Rebecca Dossett, Ph.D., d/b/a Adult & Child Development Professionals to provide psychotherapy services to referred patients of St. George's Clinic for FY10-11 in the amount of \$11,000. No additional funds required.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and Rebecca Dossett, Ph.D. d/b/a Adult & Child Development Professionals, hereinafter referred to as the "Contractor," is hereby effective on October 01, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 1st day of October, 2009, which was approved by the Jefferson County Commission on August 4, 2009, and recorded in Minute Book 158, Page(s) 307-308, is hereby extended as follows:

Item 3: Extend the effective date of this contract from October 1, 2010 to September 30, 2011.

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

Jefferson County Commission
Bettye Fine Collins, President

Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

Rebecca Dossett, Ph.D.

Adult & Child Development Professionals

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

Sep-28-2010-904

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for The University of Alabama School of Medicine - 1917 Dental Clinic to provide dental services to referred patients of St. George's Clinic for FY10-11 in the amount of \$119,500. No additional funds required.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and The Board of Trustees of the University of Alabama for The University of Alabama School of Medicine, hereinafter referred to as the "Contractor," is hereby effective on October 01, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to extend this Contract

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

The Contract between the parties entered into on the 1st day of October, 2009, which was approved by the Jefferson County Commission on August 4, 2009, and recorded in Minute Book 158, Page(s) 313-314 and

Amended on the 3rd day of August 2010, which was approved by the Jefferson County Commission on August 3rd, 2010 and recorded in Minute Book 160, Page(s) 258-259, is hereby extended as follows:

Item 2: Extend the effective date of this contract from October 01, 2010 to September 30, 2011.

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

Jefferson County Commission
Bettye Fine Collins, President

Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

The Board of Trustees of the University of Alabama for The University of Alabama School of Medicine

Eli Capilouto, DMD, ScD, MPH

Provost

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

Sep-28-2010-905

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following

agreement between Jefferson County, Alabama and J. L. Morgan & Associates, Inc. to provide telephone survey services beginning July 1, 2010 and ending June 30, 2011 in the amount of \$22,872.

CLARITY NO.1024

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 26th day of July 2010, by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital hereinafter called "the County", and J. L. Morgan & Associates, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2010.

WHEREAS, the County desires to contract for telephone survey services for Cooper Green Mercy Hospital, hereinafter called "the Hospital"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No.158-10, dated June 10, 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 conduct patient satisfaction information from inpatients specific to the CMS HCAHP survey program for the Hospital. The CMS HCAHPS shall be a real time satisfaction program via a telephone survey. The Contractor shall be responsible for meeting the following required objectives, desired objectives and shall use the statistical standards listed when issuing their survey reports to the Hospital on a quarterly and annual basis.

Required Objectives

- CMS certified vendor for HCAHPS
- Complete confidentiality with destruction of original surveys by Contractor as well as hospital patient reports
- Automation of data uploads and downloads in a format approved by Cooper Green/Mercy Hospital Information Services Department
- Professional consultation (telephone) on interpretation of results
- Forward of all complaints to Cooper Green/Mercy Hospital administration within one week of receipt
- Quarterly reporting of results by designated grouping
- Annual reporting of results by designated grouping
- Meet minimum statistical standards as specified (see below)
- Provide verbatim full text comments
- Exclusion of expirations, Balm of Gilead, and DO NOT CALL patients from phone surveys
- Surveys available in Spanish on request

Desired Objectives

- Correlation of inpatient survey to HCAHPS
- Online reporting with real time results
- Breadth of benchmarking (number of hospitals)
- Depth of benchmarking (drill down capabilities)
- Minimize annual expense
- Links to utilization/demographic data where possible
- Ability to customize questions
- Written Quality Plan for each survey type upon request
- Interpretive assistance with each type upon request
- Development of a proprietary patient satisfaction database for Cooper Green Mercy Hospital to store information obtained in this process

Statistical Standards

Inpatient	error rate +/- 4%
Emergency Room	error rate +/- 4%
Outpatient Testing	error rate +/- 4%
Outpatient Surgery	error rate +/- 4%
Outpatient Clinics	error rate +/- 4%

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional telephone survey services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is June 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 cost of \$1926.91 per month payable per 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 J. L. Morgan & Associates Inc. to subcontract (assign) any portion of this contract, J. L. Morgan & Associates Inc. will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, J. L. Morgan & Associates Inc. must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. 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. NONDISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

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

12. LIABILITY:

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

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

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

Client: Cooper Green Mercy Hospital
Human Resources Department
Attn: Huberta Mayfield Howe, Director
1515 6th Avenue South.
Birmingham, AL 35294

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

Copy to: Jefferson County Commission

Purchasing Department
716 N Richard Arrington Jr. Blvd
Suite 830
Birmingham, AL 35203

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 \$100,000. 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:
_____, President

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President, Commissioner

COOPER GREEN MERCY HOSPITAL
Dr. Sandral Hullett ,CEO

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

Sep-28-2010- 906

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Self, Maples & Copeland, P.C. to provide Medicare/Medicaid cost accountant services for Jefferson Rehabilitation & Health Center for FY10-11 in the amount of \$11,000.

CLARITY NO. 1378

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 9th day of September 2010, by and between Jefferson County, Alabama, d/b/a Jefferson Rehabilitation and Health Center hereinafter called "JRHC", and Self, Maples & Copeland, P.C., hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for cost accountant services for Jefferson Rehabilitation and Health Center, hereinafter called "the JRHC"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 141-10R, dated June 14, 2010, the terms of which are included herein by reference. The Contractor shall perform all necessary professional cost accountant services provided under this Contract as required by the Facility. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following.
 - Prepare an annual Cost Report Medicare
 - Prepare an annual Cost Report Medicaid
 - Provide cost reimbursement consultation on an as needed basis
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional consulting services to the Facility at any time after the effective date of October 1, 2010, of this contract. The completion date of all services under this Contract is September 30, 2011. However, the Contract may be extended, at the County's option, 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 cost of \$10,000.00 for both Medicare and Medicaid annual Cost Reports and \$150.00 per hour for Cost Reimbursement consultation payable 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 Self, Maples & Copeland, P.C. to subcontract (assign) any portion of this contract, Self, Maples & Copeland, P.C. will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Self, Maples & Copeland, P.C. must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. 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. NONDISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.(Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)
- 10: MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other

party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. LIABILITY:

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

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

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

Client: Jefferson Rehabilitation & Health Center
Nursing Home Administrator
200 North Pine Hill Road
Birmingham, AL 35215

Copy to: Jefferson County Commission Purchasing Division
Purchasing Agent
716 North Richard Arrington Jr. Blvd.
Suite 830
Birmingham, AL 35203

Copy to: Jefferson County Commission
County Attorney
716 North Richard Arrington Jr. Blvd
Suite 280
Birmingham, AL 35203

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

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

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

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

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

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

_____, Vice President

Bettye Fine Collins, President, Commissioner

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

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the following Environmental Services resolutions be withdrawn. Voting "Aye" Carns, Humphryes, Bowman, Collins and Smoot.

- (a) Resolution authorizing execution of an agreement with CDM, Inc. to provide evaluation of the existing mechanical and electrical design and current operations of the Influent Wet/Dry Well at the Cahaba River WWTP in the amount of \$89,700.
- (b) Resolution authorizing execution of an agreement with ALDOT for installation of a sanitary sewer in Alabama Highway 75 right-of-way in the City of Center Point and an agreement with Hung Huynh, Manager, Huynh Centerpoint, LLC regarding said construction at no cost to the County.

Sep-28-2010- 907

WHEREAS, Sue Duke wishes to be reappointed to the Center Point Fire District Board of Trustees for her third term; and

WHEREAS, Sue Duke desires to serve on the Board; and

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Sue Duke be appointed to the Center Point Fire District Board of Trustees for a five year term ending December, 2015.

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

Sep-28-2010-908

Jefferson County Commission

Fiscal Year 2010-2011 Operating/Capital Budget

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

WHEREAS, the said County Commission has carefully considered requirements for each department in the county government and has estimated the income and expense of operations and has prepared a balanced budget totaling \$764,581,519 for the following funds for

the ensuing year:

General Fund	258,561,925
School Warrant Fund	77,174,000
Community Development Fund	2,860,821
Capital Projects	15,014,606
Capital Road Projects	7,198,821
Public Building Authority	5,351,000
Cooper Green Hospital Fund	89,168,957
Jefferson Rehabilitation and Health Center Fund	11,000,000
Sanitary Operations Fund	265,951,792
Community Development Home Program Fund	1,129,858
Emergency Management Agency Fund	1,342,298
Pension Board Fund	664,501
Debt Service Fund	<u>29,162,940</u>
TOTAL OPERATING BUDGET	764,581,519

BE IT RESOLVED by the County Commission of Jefferson County Alabama, that the Personnel Service Appropriations of Jefferson County are not transferable to operating fund accounts.

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

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County Operating Budget for Fiscal Year 2010-2011 be and the same is hereby adopted.

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that the above resolution be adopted.

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be amended to withdraw \$2,000,000 for Environmental Services receiver from the budget. Voting "Aye" Bowman and Smoot. Voting "Nay" Carns, Collins and Humphries.

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

Commissioner Smoot comments:

I voted no on the budget today, because I am still missing information on the legal fees portion of the budget.

Resolution to approve Fiscal Year 2010-2011 Sheriff's Operating/Capital budget was carried over.

Sep-28-2010-909

Jefferson County Commission
Fiscal Year 2011 Health Department

WHEREAS, the Jefferson County Board of Health, pursuant to Act No. 231,1977 Regular Session of the Alabama Legislature, has presented its Fiscal Year 2010 - 2011 operating budget to the County governing body, the County Commission; and

WHEREAS, the Finance Department did review the Health Board's operating budget, its financial statements and statements of external funding sources, and after which said office did recommend the operating budget to the Commission; and

WHEREAS, the County Commission has discussed the Health Board's budget request.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that pursuant to that authority as outlined by the 1977 Alabama Legislature Regular Session, Act No. 231, does set the 2010 2011 ad valorem receipts to be paid to the Jefferson County Health Board to be as follows: \$7,454,400

BE IT FURTHER RESOLVED that the Finance Director is to present a certified copy of this action to the Tax Collector pursuant to Act No. 231, 1977 Session of the Alabama Legislature, so that the Tax Collector shall withhold the appropriate amount of ad valorem receipts to be paid over to the Health Board.

Adopted this the 28th day of September, 2010.

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

Sep-28-2010-910

Jefferson County Commission
Holiday Schedule

BE IT RESOLVED by the Jefferson County Commission that the following be, and they hereby are, declared as official holidays for County employees for the Fiscal Year 2010 - 2011.

November 11, 2010 (Thursday)	Veterans Day
November 25 & 26, 2010 (Thursday and Friday)	Thanksgiving
December 23 & 24, 2010 (Thursday and Friday)	Christmas
December 31, 2010 (Friday)	New Year's Day
January 17, 2011 (Monday)	Martin Luther King Day
May 30, 2011 (Monday)	Memorial Day
July 4, 2011 (Monday)	Independence Day
September 5, 2011 (Monday)	Labor Day
1 day	Variable Day

BE IT FURTHER RESOLVED that the foregoing shall not interfere with the right or power of any County official or department head to require any employee under his supervision or jurisdiction to be on duty at said time where such County official or department head determines that the presence of the employee is necessary in the public interest.

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

Sep-28-2010-911

Jefferson County Commission
Equipment Shop Charges

WHEREAS, the Jefferson County Roads and Transportation Department, Fleet Management Division, is responsible for maintaining the motorized fleet for all county departments and some outside boards and agencies; and

WHEREAS, charges for such services are based upon prevailing labor, equipment and material costs to the County.

NOW, THEREFORE, BE IT RESOLVED, that the following shop charges become effective October 1, 2010.

Item	Rate
Shop Charge per Mechanic Hour (Internal)	\$ 44.78
Shop Charge per Mechanic Hour (External)	\$ 50.83
Parts Surcharge Percent of Cost (Internal)	19.80%
Parts Surcharge Percent of Cost (External)	22.50%
Motor Pool Per Mile (Internal Only)	\$ 0.13
Motor Pool Per Day (for over 24 hours or mileage, whichever is greater)	\$ 17.50

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

Sep-28-2010-912

WHEREAS, the Jefferson County Commission has received the results of the Fiscal Year 2009-2010 Annual Classification Survey that was conducted by the Personnel Board of Jefferson County; and

WHEREAS, the Jefferson County Commission must approve implementation of the Fiscal Year 2009-2010 Annual Classification Survey and establish an effective date; and

WHEREAS, implementing results of the Fiscal Year 2009-2010 Annual Classification Survey as is (grade change/no step increase, and/or allocation increase only) effective October 1, 2010 through the end of Fiscal Year 2011 (September 30, 2011) will cost the County \$10,150.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Fiscal Year 2009-2010 Annual Classification Survey is hereby adopted and implemented effective October 1, 2010.

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

Sep-28-2010-913

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Meridian Partners, LLC to change the rate of pay to an amount not to exceed \$1,520,000 for support of the County's SAP ERP software with Meridian Partners, LLC to change the rate of pay to an amount not to exceed \$1,520,000.

AMENDMENT TO CONTRACT

This Amendment to Contract entered into this 31st day of August, 2010, by and between Jefferson County, Alabama (hereinafter referred to as "The Jefferson County Commission") and Meridian Partners, LLC (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties entered into on the 22nd day of September, 2008 which was approved by the Commission at Minute Book 156, Page 484, Dated 9-23-2008, is hereby amended as follows:

Change the rate of pay to read as follows: "Contract not to exceed \$1,520,000 annually."

Jefferson County Commission
Bettye Fine Collins, President

CONTRACTOR:

Wil Martinez, Managing Partner
Meridian Partners, LLC

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

Sep-28-2010-914

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Hueytown Police Department is authorized to use the vacant Gilmore Bell School for training purposes on October 12, 13 and 14, 2010.

BE IT FURTHER RESOLVED that the County Attorney's office will develop a Memorandum of Understanding between Jefferson County and the Hueytown Police Department. Jefferson County will require each officer, participant or employee to execute a release of liability form.

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

Sep-28-2010-915

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Motorola (sole source) to provide hardware and software maintenance services for the 800 MHz 911 public safety system radio and logging systems for FY10-11 in the amount of \$808,433.116. No additional funds required.

ATTACHMENT A TO MOTOROLA'S SERVICE AGREEMENT

CONTRACT

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

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

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

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

SCOPE OF SERVICES: The Contractor shall provide Jefferson County Commission with Hardware and Software Maintenance Services for 800 MHZ - 911 Public Safety System Radio and Logging System. This is a Sole Source Agreement.

2. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The term of this Contract shall be from October 1, 2010 - September 30, 2011, with Jefferson County Commission's option to renew for one additional, one year term.

3. COMPENSATION: The Contractor shall be compensated for services rendered according to the attached (on file in the Minute Clerk's office) fee schedule and payable within 20 days upon submission of a monthly invoice. Contractor shall submit monthly invoices for services performed detailing the services provided and corresponding charges.

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

5. NONDISCRIMINATION 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.

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

7. TERMINATION OF CONTRACT: Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, Jefferson County Commission shall give the nonperforming party a written notice of default. The nonperforming party will have thirty (30) days to provide a written plan to cure the default. If the plan is not implemented, Jefferson County Commission shall have the right to immediately terminate the contract with written notice. Such termination shall not relieve the Contractor of any liability to Jefferson County Commission for damages sustained by virtue of a breach by the Contractor.

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

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

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

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

or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

MOTOROLA, INC.:

Jim Schneider,

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

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

Sep-28-2010-916

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Northstar Emergency Medial Services to provide fire and medical dispatch services for FY10-11 in the amount of \$443,331. No additional funds required.

RFP 17-10

FIRE AND MEDICAL DISPATCH SERVICES CONTRACT

THIS AGREEMENT by and between the Jefferson County Commission, hereinafter called "Jefferson County Commission", and Northstar EMS, Inc., hereinafter called "the Contractor " shall be effective October 1, 2010.

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

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

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

2. SCOPE OF SERVICES: The Contractor shall provide Jefferson County Commission with Fire and Medical Dispatch Services. Contractor shall provide dispatch personnel and facilities to provide these Services as outlined in contractor proposal for RFP 017-10 for the Jefferson County Commission.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this Contract shall be from October 1, 2010 September 30, 2011, with Jefferson County Commission's option to extend until September 30, 2012.

4. COMPENSATION: The Contractor shall be compensated for services rendered according to the attached fee schedule and payable upon submission of an invoice at the End of each month for services rendered. Contractor shall submit monthly invoices for services performed detailing the services provided and corresponding charges.

Fee Schedule: \$443,331.00 per annual or \$36,944.25 per month

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

6. NONDISCRIMINATION POLICY: both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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

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

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

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

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

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

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

14. 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 laws rules thereof. The parties agree that jurisdiction and venue overall disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

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:

Brent H. Dierking, Northstar EMS, Inc.

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

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

Sep-28-2010-917

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Intergraph Corporation (sole source) to provide software maintenance services for the 911 CAD System for FY2010-2011 in the amount of \$62,544. No additional funds required.

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

Sep-28-2010-918

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Coalition Against Domestic Violence to administer a screening and assessment project for domestic violence clients beginning August 1, 2010 and ending July 31, 2011 in the amount of \$12,418.

AGREEMENT

THIS AGREEMENT entered into this 1st day of September 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and Alabama Coalition Against Domestic Violence, hereinafter called "the Contractor". The effective date of this agreement shall be August 1, 2010.

WHEREAS, the County desires to contract for screening and assessment of domestic violence clients for Family Court; and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall provide the following services to Jefferson County:

Administer the domestic violence screening and assessment project at Family Court as described in the attached MOU (on file in the Minute Clerk's office) between the Alabama Coalition Against Domestic Violence and Jefferson County Family Court for the Children's Trust Fund Grant which is made a part of this agreement by reference.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render these services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is July 31, 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 in the amount of \$12,418.00 paid the Family Court Operating budget. This will be due upon execution of this Agreement in a lump sum payment upon the submission of an invoice and serves as a cash match for the Children's Trust Fund Grant to ACADV.

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

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

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

12. LIABILITY:

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

B. The Contractor will indemnify and save harmless the COUNTY, its elected officials and its employees from claims, suit,

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

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

Client: Family Court

120 2nd Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820

Birmingham, AL 35203

Copy to: Jefferson County Commission

Purchasing Department

716 N Richard Arrington Jr. Blvd

Birmingham, AL 35203

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

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

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

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

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

member or employee or official as inducement or consideration for this Agreement.

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Carol Gundlach, Executive Director	Betty Fine Collins
Alabama Coalition Against Domestic Violence	President Commissioner

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

Sep-28-2010-919

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute amended Administrative Order 91-6.

ADMINISTRATIVE ORDER
OF THE
JEFFERSON COUNTY COMMISSION

NO. 91-6 AMENDED FEBRUARY 21, 1995 AND MAY, 1997 AND SEPTEMBER, 2010

PURSUANT to the authority vested in the Jefferson County Commission by the Code of Alabama, the following Administrative Order is hereby issued.

PURPOSE

To establish the Jefferson County Drug/Alcohol
Free Workplace Policy and Procedure

GENERAL POLICY

Jefferson County employees are a most valuable resource and their health and safety is therefore a serious concern. The County intends to provide a safe and efficient working environment for its employees and as a result will not tolerate drug or alcohol use which imperils the health, safety, and well being of its employees or any aspect of the County's operations.

It is the intention of this policy to eliminate the substance abuse and its effects in the workplace. While Jefferson County has no intention of invading the private lives of its employees, involvement with drugs and alcohol off the job can adversely affect performance and employee safety and efficiency on the job. Employees who think they may have a drug or alcohol problem are encouraged to seek assistance. While the County will work with those employees who are seeking professional help, it will also be firm in enforcing the policy against those identified as substance abusers who are not seeking help.

Jefferson County is committed to maintaining a safe and healthy environment for all of its employees and to eliminating any potential for substance abuse. As a result, the County has adopted and will enforce the following Drug and Alcohol Policy.

1. DEFINITION

As used herein the following term shall have the meaning hereby ascribed to it:

"County Supervisor" shall mean a department head or other head of a division or section who reports directly to a County Commissioner or to a Probate Judge or the Family Court Judge and who is evaluated directly by a County Commissioner or by a Probate Judge or a Family Court Judge.

In the Sheriff's Department County Supervisor shall mean individuals with the rank of captain or above.

2. AUTHORIZED PRESCRIBED MEDICINE

The use of physician prescribed or over-the-counter medications and drugs will not be per se a violation of this policy. However, any employee who is taking any medication or drugs which could interfere with the safe and effective performance of duties or operation of vehicles or equipment shall notify his/her supervisor before beginning work. Failure to do so may result in disciplinary action including termination.

If there is a question regarding such employee's ability to safely and effectively perform assigned duties, pre-clearance from a physician will be required.

3. PROHIBITIONS

The following conduct is expressly prohibited and violations shall result in disciplinary action which may include termination:

- (1) Unauthorized use, consumption, possession, manufacture, growth, distribution, dispensation or sale of controlled substances or illegal drugs or drug paraphernalia on County premises, in County supplied vehicles, or in any County work area.
- (2) Unauthorized use, consumption, possession, manufacture, distribution, dispensation or sale of alcohol, while on duty, on County premises, in County supplied vehicles, or in any County work area.
- (3) Being under the influence of an unauthorized, or controlled substance, or illegal drug or alcohol, on County premises, in County supplied vehicles, or in any County work area.

The use or possession of alcohol or illegal drugs off County premises and while not on duty may be cause for discipline where such conduct can be shown to have a direct and material adverse impact on the County's interests, including public image.

A conviction of an employee for the sale of or possession with intent to sell illegal drugs at any time or place is cause for immediate dismissal.

4. SEARCHES

Jefferson County reserves the right to search for evidence of prohibited conduct at anytime and without notice or employee consent, all areas and property, real or personal, which are owned or controlled by the County or where the County has the right to control, including joint control with an employee. Such areas and property include, but are not limited to, Jefferson County owned or leased or controlled buildings, parks, land, motor vehicles, desks, lockers, files, storage containers.

With respect to personal property not owned or controlled by the County, but which is in possession or control of the employee on County premises or located in a County supplied vehicle or in a County work area, and where any Supervisor has a reasonable suspicion to believe that an employee is intoxicated or under the influence of alcohol or drugs, and where alcohol or drugs are suspected to be inside such personal property, the employee may be ordered to submit said personal property to a search. Such may include orders to unlock and open vehicles, tool boxes, lunch boxes, lockers, etc., and to turn inside out clothing pockets and billfolds, purses, envelopes, sacks, etc. The refusal of the employee to comply with such order may be cause for discipline including termination.

5. TESTING

A. Pre-employment and Promotion or Transfer to Safety Sensitive Positions.

Jefferson County shall require as part of the employment process that all applicants for initial employment to any position, and all applicants for appointments or promotion or transfer to any safety sensitive positions (as defined in paragraph e. below), must submit to a pre-employment or pre-appointment drug and alcohol screening/testing in order to determine the individual's suitability for employment or appointment. The results of such screening/testing will be revealed to the applicant. In the case of a positive drug result, the applicant will be allowed to request a confirmatory test. Such re-test shall be coordinated by the Director of Human Resources. Such re-test shall be performed on the original specimen provided by the applicant and shall be at the applicant's expense. Additionally, such applicant shall be given an opportunity to provide a valid prescription for any drug identified in the drug screening/testing. The applicant will be informed if the reasons for rejection for employment or appointment include the results of the screening/testing.

An employee-applicant who screens/tests positive for alcohol or drugs without such valid prescription will be in violation of this policy and shall be rejected for employment or appointment and, if already employed, shall be subject to disciplinary action, including termination. Refusal of an employee-applicant to submit to the screen/test will be cause for rejection for the appointment as well as disciplinary action, including termination if currently employed.

B. Regular Physical Examinations

Whenever Jefferson County's standard policy requires an employee in a safety sensitive position to undergo a physical exam, that examination may include a breath, saliva, urine and/or blood test for alcohol and drugs. Such physical examinations shall be coordinated with the Director of Human Resources. Opportunity for confirmatory testing shall be provided as set out in 5.A. above. An employee who tests positive for alcohol or drugs during such a physical exam will be in violation of this policy. Refusal of the employee to submit to the test will be cause for discipline including termination.

C. Accidents Resulting in Property Damage

Any employee involved in a motor vehicle accident while operating a County vehicle or any job-related motor vehicle accident or any other accident which results in property damage will be required to submit to drug or alcohol testing. After the accident the employee will be taken to a collection site to provide the required urine and/or blood and/or breath or saliva specimen as soon as possible after the accident.

County Supervisors are authorized to require drug or alcohol testing by reason of such accident. Non Sheriff's Department County Supervisors should consult with the Director of Human Resources where possible before ordering such testing. All cases involving post accident testing must be immediately reported in writing to the Director of Human Resources. Such reports shall detail the specific facts, symptoms or observations which formed the basis for the determination to require testing. The record of the test results shall be included with the report to the Director of Human Resources. The facts underlying the determination to require testing shall be disclosed to the employee at the time the order is given.

An employee who tests positive for drugs or alcohol as a result of such testing will be in violation of this policy. Opportunity for

confirmatory drug testing shall be provided as set out in Paragraph 5.A above.

D. Reasonable Suspicion Testing

Whenever a County Supervisor has a reasonable suspicion to believe that an Employee on duty or scheduled for duty is intoxicated or under the influence of alcohol or drugs, the employee may be ordered to submit to a drug and/or alcohol test. Refusal of an employee to submit to the test will be cause for discipline including termination.

“Reasonable Suspicion” is that quantity of proof or evidence that is more than intuition or strong feeling, but less than probable cause.

Such “reasonable suspicion” must be based on specific objective facts or reasonable inferences drawn from facts that would cause a reasonable person to suspect that the employee is or has been using drugs or alcohol.

Such “reasonable suspicion” facts include but are not limited to any one or more of the following:

1. Direct observation of prohibited drug or alcohol use.
2. Slurred speech.
3. Alcohol beverage odor on breath.
4. Unsteady walking and movement
5. An accident involving County property.
6. Physical altercation.
7. Verbal altercation.
8. Lapse in cognitive abilities.
9. Aggressive, hostile, threatening, disruptive or unusual behavior.
10. A report of prohibited drug or alcohol use provided by a reliable and credible source.
11. Evidence that a drug or alcohol test of the employee has been tampered with.
12. Evidence that the employee is involved in the use, possession, sale, solicitation or transfer of prohibited drugs.
13. Tardiness or absence indicative of off-duty use of alcohol or prohibited drugs, which renders the employee unable or

unwilling to perform duties.

E. Random Testing

(1) Safety Sensitive Positions.

In addition to the testing situations described above, individuals employed in safety sensitive positions shall be subject to testing on a random basis. The random basis means that every member of the safety sensitive population has an equal chance of being selected for testing. The County Commission in consultation with the Sheriff, the Director of Human Resources, and other elected officials shall determine the frequency and number of such random selectees to be tested.

A “safety sensitive” position is a position which involves the use of dangerous equipment which may cause serious injury or harm to the operators or others or a position which involves duties, functions or situations which have the potential of causing serious injury or harm to the employee or others. Safety sensitive positions include but may not be limited to the following:

- 1) Sworn law enforcement personnel;
- 2) Sheriff s Department radio dispatchers;
- 3) Sheriff s Department property clerks;
- 4) Sheriff s Department medical assistants Correctional;
- 5) Juvenile Detention Officers;
- 6) Senior Juvenile Detention Officers;
- 7) Principal Juvenile Detention Officer;
- 8) Probation Officer;
- 9) Senior Probation Officer;
- 10) Principal Probation Officer;
- 11) All operators of large equipment including construction equipment operators and heavy equipment operators, Skilled Laborers, Construction Supervisors and Street Paving Supervisor, and Labor Supervisors;
- 12) Operators of vehicles or equipment requiring the commercial drivers license;
- 13) Security guards;
- 14) Truck weight inspectors;
- 15) Revenue agents carrying fire arms;
- 16) Explosive Technician;
- 17) Licensed Practical Nurses;
- 18) Registered Nurses
- 19) Registered Pharmacists;
- 20) Pharmacy Technicians;

21) X-Ray Technicians.

Additional job classifications may be added by the County Commission.

(2) Commercial Drivers.

In addition to the testing situations described above, individuals employed as operators of vehicles or equipment requiring the commercial drivers license (CDL) shall be subjected to additional alcohol and drug testing on a random basis as required by 49 Code of Federal Regulations Part 382, as amended. The random basis means that every holder of the commercial driver s license has an equal chance of being selected for testing.

At least twenty-five percent of the County s CDL holders and individuals employed in safety sensitive positions shall be random tested for alcohol during each calendar year. At least fifty percent of the County s CDL shall be random tested for controlled substances during each calendar year.

The Director of Human Resources shall comply with all reporting and record keeping requirements of 49 Code of Federal Regulations Part 382, as amended.

F. Return to Duty from Suspension without Pay

In addition to the testing situations described above, individuals employed in safety sensitive positions (as defined in paragraph E. above) shall be subject to testing upon return to duty from disciplinary suspensions without pay. An employee who tests positive for alcohol or drugs will be in violation of this policy and may be subject to further disciplinary action including termination. Refusal of an employee to submit to the screen/test will also be cause for disciplinary action including termination.

G. On the Job Injuries

In addition to the testing situations described above, all employees who are injured on the job or who claim to have been injured on the job shall be required to submit to testing as soon as possible after the accident or injury. Employees who require emergency medical treatment for any on the job injury will be ordered by a County supervisor to report to a collection site as soon as the medical emergency is solved. All other employees shall be ordered to report to a collection site by a County supervisor immediately after the occurrence of the injury or accident, or immediately after the employee gives notice of an on the job injury, whichever occurs first. Employees who are unable to drive to the collection site will be transported by the County supervisor or designee.

If an employee refuses to go to the collection site or fails to provide a blood, urine or saliva sample as required for testing within the time set forth in this Administrative Order, the County supervisor shall immediately advise employee in writing that such refusal will result in the forfeiture of all compensation to which the employee may be entitled under the workmen s compensation law of the State of Alabama and all injury with pay leave which the employee may otherwise receive. The County supervisor shall also immediately advise the County Attorney of the injured employee s refusal to cooperate in providing a specimen for testing.

Employees who refuse to go to a collection site or who fail to provide a blood, urine or saliva specimen as required for testing within the time set forth in this Administrative Order shall forfeit all benefits under the workmen s compensation law of the State of Alabama and all injury with pay leave. Such refusal shall constitute a violation of this Order and shall result in disciplinary action which may include termination of employment.

6. TESTING PROCEDURES

Applicants and employees subject to testing will be requested to sign, prior to testing, an approved form consenting to the testing and to the release of the test results to the County s Human Resources Department. Absent such signature, the testing provider will note on the form the individual s refusal and attempt to go forward with the test.

Continued refusal by the employee constitutes failure to obey an order to submit to the test and is grounds for disciplinary action including termination. The failure of an employee to provide a urine specimen within two hours of the request at the test site is tantamount to a refusal. Refusal by and applicant to sign the consent form and/or be tested shall be grounds for rejection of the application.

The drug and/or alcohol analysis may test for alcohol or a controlled substance which could impair an employee s ability to safely or effectively perform the functions of his/her job. Controlled substances means any drug listed in 21 U.S.C. 812 and other federal regulations. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

Lab reports and/or test results will not be placed in the employee s personnel record. This information will remain in a separate record that will be securely kept under the control of the Director of Human Resources. Test results will only be released by the Director of Human Resources to County management on a strictly need to know basis and the tested individual upon request. Such release may also occur in case of the following events:

- A. The information is compelled by law or by judicial or administrative process; including disciplinary proceedings.
- B. The information is needed as evidence in a disciplinary hearing involving the subject employee.
- C. The information is needed to determine eligibility for employee benefits including, sick leave, disability pension, retirement benefits.
- D. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize

disclosure.

7. DRUG/ALCOHOL SCREEN ANALYSIS

Alcohol

For purposes of this prohibition, an employee shall be deemed to be under the influence of alcohol where a blood alcohol content by weight of alcohol exists in the person's blood as follows: employees employed in safety sensitive positions - .04 percent or more -- all other employees - .06 percent or more. An employee may be found to be under the influence where a blood alcohol content by weight of alcohol exists in the person's blood is less than the foregoing amounts and other competent evidence shows job performance or employee safety to be affected.

Testing for alcohol violations may be performed by the Jefferson County Sheriff's Department or other certified public or private testing facility. Such testing will be conducted in accordance with the usual protocol of the Department or testing facility. Tests will be performed on the breathalyzer by certified operators. Other certified alcohol testing devices that become available may be used under this policy. Test results shall be provided to the appropriate County supervisor and to the Director of Human Resources.

Drugs

The drug screen analysis will include those agents that most frequently are the drugs of abuse. The list will be subject to review and modification.

Two types of drug tests may be employed: initial screenings tests, often referred to as color tests; and confirmatory tests. Initial screening (color) tests are designed to distinguish negative from presumptive positive samples. Confirmatory tests positively identify a drug or metabolite when preliminary or field tests indicate their presence.

A. Each drug screening may include a test for the following illicit narcotics or drugs:

- (1) Amphetamines (Benzedrine, Dexedrine, Methamphetamine)
- (2) Barbiturates (Seconal, Phenobarbital, Pentobarbital)
- (3) Cannabinoid metabolites (marijuana, Hashish, THC)
- (4) Opiate derivatives (Heroin, Morphine, Codeine)
- (5) Cocaine metabolites (Benzoylgonine, Ecgonine, Crack)
- (6) Phencyclidine (PCP)

B. Drug screening technologies may include:

- (1) Enzyme Immunoassay (EIA)
- (2) Radioimmunoassay (RIA)
- (3) Fluorescence Polarization Immunoassay (FPIA)
- (4) Mass Spectrometry (MS)
- (5) Intoxilyzer Model 5000 (for alcohol)
- (6) Field Tests such as Abuscreen (R) Assays

Other tests may be added as soon as they are generally accepted as accurate and reliable.

C. Thresholds have been established which set the limits at which a drug test may be called positive. Specimens containing the drug or metabolite above the threshold are identified as positive, and below the threshold identified as negative.

All specimens identified as positive on the initial test shall be confirmed.

The initial and confirmatory drug test cutoff values promulgated by the Department of Health and Human Services (Federal Register, Vol. 53, No. 69, published April 11, 1988), and as amended, are hereby adopted as the cutoff values for this policy. These test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

Threshold levels specified by the reagent manufacturers will be used for drugs or compounds not listed in the Federal Register, or specified by law.

8. DRUG TESTING PROTOCOL

A protocol for drug testing will be followed to insure that a suitable specimen is collected, the chain of custody is maintained, and the personal integrity of the applicant/employee is considered. All activities associated with drug testing will be considered highly confidential and personal. The protocol followed will be that promulgated by the National Institute on Drug Abuse in its publication URINALYSIS COLLECTION HANDBOOK FOR FEDERAL DRUG TESTING PROGRAMS. Normally, direct observation (collector seeing urine pass into the collection container) will not be done, although it is permitted if there is reason to believe it is warranted.

A. The goals of the protocol are to:

- (1) Prevent adulterating or tampering with the specimen.
- (2) Provide documentation of all personnel who handle the sample.
- (3) Insure that no unauthorized access to the specimens is possible.
- (4) Insure the specimen is handled in a secured manner.

(5) Insure the specimen belongs to the individual whose information is printed on the label.

(6) Maintain the employee/applicant's confidentiality.

B. The facilities used to collect the specimen may:

(1) Have a bluing agent in the toilet bowl.

(2) Not have tempered water available in the room.

(3) Have the transfer/documentation location within five feet of the collection station.

(4) Provide a secure area for the individual to leave his coat, purse, briefcase or personal property.

C. The collection procedure should be substantially as follows:

(1) The individual will report to the designated facility at a specified time with two forms of identification. At least one of them should have a picture of the individual being tested on it.

If the basis for the drug test is reasonable suspicion the employee will be transported to the facility. The employee will not be allowed to drive. Failure to report to the test site as directed will be considered a refusal to take the test.

(2) The identification will be presented to the laboratory agent who will compare the picture with the individual reporting for the test. The laboratory agent may then photocopy the identification for the file, and will enter the name and other identifiers on the chain of custody form and in the permanent record book.

(3) The employee/applicant will sign authorization and release forms, and provide the laboratory agent with a list of prescribed drugs during the last three weeks.

(4) The laboratory agent will ask the person being tested to remove all unnecessary outer garments and bags.

(5) The person being tested may then wash and dry their hands.

(6) The person being tested will then be provided with a specimen collection container.

(7) The person will be given all adequate time to provide the specimen. In the event that the person cannot produce a specimen, the person will remain at the test site for up to two hours. If a suitable specimen is not provided in that time it will be considered that the person is refusing to provide a specimen and that person will be taken out of service until the matter is resolved. Disciplinary action will be taken unless a letter of explanation acceptable to the Director of Human Resources or the Sheriff (for Sheriff's Department personnel) is provided by a licensed physician.

(8) The collector will receive the specimen from the person being tested.

(9) The collector will transfer the specimen from the collection container to a specimen bottle while being observed by the individual being tested.

D. Duties of the collector are to:

(1) Ensure that a minimum of 60ml. (2 oz.) of urine is in the specimen bottle.

(2) Measure the temperature of the specimen and determine that it is within 90.5 to 99.8 degrees Fahrenheit.

(3) Inspect the specimen's color and look for any signs of contaminants.

(4) Place a tamper proof seal over the bottle's cap and down the sides of the bottle.

(5) Have the person being tested place their initials on the security tape (seal) verifying that the sample was sealed in their presence.

(6) Enter all information on the chain of custody form and have the person being tested sign to certify that the specimen being collected is the one the person provided.

9. ACCEPTABLE LABORATORIES

Only laboratories currently certified to meet Subpart C of Mandatory Guidelines for Federal Workplace Drug Testing programs (53 FR, 11986) may conduct confirmatory drug tests.

A. Chain of custody procedures will be followed.

B. Specimens found to be positive will be maintained (frozen) for one year, unless the laboratory is otherwise directed.

C. An inadvertent failure to comply with a requirement of this protocol which does not render the test result unreliable shall not prevent the County from imposing disciplinary action, including termination, against the employee.

10. PROGRAM ADMINISTRATION

The Director of Human Resources is responsible for the overall administration of the program. Responsibilities are to:

A. Prepare a report outlining the number of tests given; the basis of the tests (random, pre-employment, post accident, etc.); the results on a summary basis; and the costs incurred in the program. The report shall be submitted to the County Commission on a quarterly basis.

B. Provide department heads with the names of employees selected at random to be tested.

C. Assist department heads in the administration of the County's Drug Free Workplace Program.

D. Assist employees who voluntarily come forward to get assistance with any substance abuse problems they have.

E. Receive the results of all drug tests and maintain the information in a secure file for a minimum of five years. When positive

results are received, notify the appropriate department head. The department head will provide the person tested with an opportunity to explain the results prior to personnel action being taken.

F. Designate collection sites and perform other actions necessary to implement this executive order.

11. CONSEQUENCES FOR VIOLATION OF THIS POLICY

The County will allow all applicants and employees who test positive for alcohol and/or drugs the opportunity to explain the test results prior to taking an adverse action.

Violation of Jefferson County's Alcohol and Drug policy may result in severe disciplinary action, including discharge for a first offense at the County's sole discretion. The County will routinely discharge employees in sensitive or non-sensitive jobs in the following cases:

- When the employee uses, possesses, manufactures, grows, distributes, dispenses, or sells controlled substances, illegal drugs or drug paraphernalia on County premises or in County supplied vehicles, or during working hours;
- When the employee stores in a locker, desk, automobile or other repository on County premises any illegal drug, drug paraphernalia or any controlled substance whose use is unauthorized;
- When the employee is convicted under any criminal drug statute for a violation occurring on or off the job;
- When the employee switches, tampers or adulterates, or attempts such switching, tampering or adulteration, of a urine or other specimen provided for testing;
- When the employee refuses to consent to testing or to submit a breath, saliva, urine or blood specimen for testing when ordered by management;
- When an employee fails to fulfill the terms of a drug/alcohol assistance option or last chance agreement.

12. EMPLOYEE'S DRUG/ALCOHOL ASSISTANCE OPTION

Jefferson County is committed to providing reasonable accommodations to those employees whose drug or alcohol problem classifies them as handicapped under 29 U.S.C. 706(8) (A) & (B) or other laws.

An employee who voluntarily reveals an alcohol/drug problem to the Director of Human Resources (1) before being notified of selection for an alcohol or drug test, and (2) before testing positive for alcohol and/or drugs, and (3) before other discovery of any alcohol/drug problem; may voluntarily enroll in a drug or alcohol rehabilitation program. An employee enrolled in a program may be offered an opportunity to sign a last chance agreement.

The agreement would temporarily suspend the County's plan to take disciplinary action against the employee upon the employee's agreement to attend and complete the rehabilitation program at the employee's expense.

The rehabilitation provider may be selected by the employee but must be approved by the Director of Human Resources. Following completion of the program and submission of a certificate of fitness from a qualified physician or counselor confirming fitness to return to work in the same classification and job responsibilities, the employee may be returned to work.

As a condition for return to work, the employee may be required to participate in a maintenance treatment program and submit to testing for a period of one year following completion of the rehabilitation program. Failure of the employee to satisfactorily complete the program or to fulfill any terms of the agreement will be grounds for disciplinary action including termination. Upon satisfactory employment performance and completion of the one year of maintenance and testing the disciplinary action may be dropped.

13. CONDITION OF EMPLOYMENT

Compliance with the County's Alcohol and Drug Policy is a condition of employment. Failure or refusal of an employee to fully cooperate, including failure to submit to inspections or tests called for by the Policy or to fulfill agreements will be grounds for disciplinary action including termination.

14. REQUIREMENTS OF THE DRUG FREE WORK PLACE ACT OF 1988

The Drug Free Work Place Act of 1988 requires Jefferson County, a recipient of certain federal grants, to certify to The United States Government that it will maintain a drug free work place. As part of that required certification and consistent with existing personnel policies, employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in our work place.

Controlled substance means a controlled substance as defined in the Schedules I through V of Section 202 of the Control Substance Act (1 USC Section 802) and as further defined in the Federal Regulations at 21 CFR Section 1308, 1311 through 1303.15 and other federal and state laws. Any employee who violates this policy may be subject to discipline up to and including termination by the appropriate authority.

Pursuant to the requirement of the Act, each employee is hereby notified that as a condition of employment, the employee will: (1) abide by the Jefferson County Drug/Alcohol Free Work Place Policy as set forth above, and (2) notify Jefferson County (specifically the Director of Human Resources) of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction. The Director of Human Resources shall notify the Department of Housing and Urban Development, or any other agency as required by law, of such conviction within ten (10) days of receiving notice thereof. Within the same ten (10) day period, appropriated remedial steps or sanctions shall be taken against the employee which may include termination of employment by the appropriate authority.

15. EFFECTIVE DATE

This Amended Administrative Order shall be effective October 1, 2010.

ORDERED at the Jefferson County Courthouse to be effective October 1, 2010.

Betty Fine Collins
President
Jefferson County Commission

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

Sep-28-2010-920

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be authorized to sign the Property Damage Release form accepting the sum of Three Hundred Eighty Six and 50/100 Dollars (\$386.50) from GEICO General Insurance Company as full compromise and satisfaction of a claim against their insured, Mavis Owens, for damages to the County's fence at or near 2300 8th Street North, Birmingham, Alabama 35203 that occurred on 06/11/2010 as a result of an automobile collision between GEICO's insured and another party.

PROPERTY DAMAGE RELEASE

CLAIM NO: 035417625-0101-037

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of Three Hundred Eighty Six Dollars and Fifty Cents dollars (\$386.50) to be paid to Jefferson County, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge, Geico General Insurance Company and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damages and the consequences thereof resulting or to result from the occurrence on or about the 11th day of June, 2010, at or near 2300 8th St.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby releases, and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this 28th day of September, 2010

CAUTION: READ BEFORE SIGNING BELOW

LS

Releasor

LS

Releasor

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

Sep-28-2010-921

WHEREAS, the Jefferson County Commission wishes to accept the Stop Loss Health Insurance Policy submitted by Molton, Allen & Williams, LLC on behalf of Willis of Alabama (Optum Health); and

WHEREAS, the policy is to provide specific excess insurance coverage for medical health insurance claims exceeding \$250,000.00.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the policy submitted by Molton, Allen & Williams, LLC on behalf of Willis (Optum Health) be hereby adopted at the rate of \$9.83 (single) and \$24.02 (family) per employee per month.

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

Sep-28-2010-922

WHEREAS, the Legislature of the State of Alabama has enacted into law the Enhanced 911 Emergency Telephone Service as set forth at §11-98-1 et seq., Code of Alabama; and

WHEREAS, the Enhanced 911 Emergency Telephone Service has been recognized nationwide as a means of making assistance, in times of emergencies and disasters, more readily available to subscribers of said Emergency Services; and

WHEREAS, §11-98-1 et seq., authorizes the County Commission of Jefferson County to create a county wide Communications District; and

WHEREAS, the Jefferson County Commissioners finds and determines that the creation of such communications district is in the best interest of the citizens of Jefferson County as was previously established by Resolution adopted October 4, 1984 at Minute Book 69, p. 425, and June 23, 1987 at Minute Book 79, p. 502.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the paragraphs numbered "(2)", "(3)" and "(4)" of the Jefferson County Commission June 23, 1987 Resolution regarding Enhanced 911 Emergency Service are hereby AMENDED to read as follows:

The County Commission of Jefferson County, in compliance with §11-98-1 et seq., Code of Alabama, hereby creates an independent and appointed 911 Board with the full power and authority granted in §11-98-1 et seq., including the power and authority to oversee the revenue, finances and operation of the entity to be known as the "Jefferson County 911 Emergency Communications District" which is herein created;

The Jefferson County 911 Emergency Communication District shall be governed by a Board of Commissioners consisting of seven (7) members representing the areas where 911 calls are received by Jefferson County's 911 dispatch center. The members of the board shall be residents and qualified electors of Jefferson County appointed by the following:

- I. Two (2) members shall be appointed by majority vote of the Jefferson County Commission;
- II. One (1) member appointed by majority vote of the Jefferson County Mayor's Association;
- III. One (1) member shall be appointed by the Jefferson County Sheriff;
- IV. One (1) member shall be appointed by majority vote of the Jefferson County Association of Police Chiefs;
- V. One (1) member shall be appointed by majority vote of the Central Alabama Fire Chiefs' Association; and,
- VI. One (1) member shall be appointed by majority vote of the Jefferson County Association of Fire Departments;

As to the initial appointments set out above, the two (2) members appointed by the Jefferson County Mayor's Association and Jefferson County Sheriff shall be appointed for terms of two (2) years. The three (3) members appointed by the Jefferson County Association of Police Chiefs, the Central Alabama Fire Chiefs' Association, and the Jefferson County Association of Fire Departments shall be appointed for terms of three (3) years. The two (2) members appointed by the Jefferson County Commission shall be appointed for terms of four (4) years, all commencing on the date of the adoption of the Resolution creating the district. Thereafter, all appointments of members shall be for terms of four (4) years.

In the event that one of the members appointed to serve on the Board of Commissioners established herein is unable to fulfill his/her term due to death, illness, incapacitation, or for any other reason, the entity that appointed said Board member shall, within thirty (30) days of the vacancy, appoint a successor to fulfill the remaining portion of the unexpired term. In the event that such entity does not act to fill the vacancy within thirty (30) days as set out herein, the Board of Commissioners shall, by majority vote, appoint an individual to fill the remaining portion of the unexpired term.

At the first meeting of the Board of Commissioners established herein, the Board of Commissioners shall adopt bylaws and rules of order and procedure.

The provisions of any and all Resolutions heretofore adopted in conflict with this Resolution are hereby repealed.

The provisions of this Resolution are severable. If any part of this Resolution is declared invalid or unconstitutional, such declaration shall not effect the parts which remain.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 10,354' of buried and aerial cable along Tate Mill Road and Warrior Jasper Road in the Bagley area.
2. AT&T to install 595' of copper cable along Morris-Majestic Road at Somerset in the Morris area.
3. AT&T to install 33' of copper cable, conduit and cabinet at 7862 Bankhead Hwy in the Sumiton area.
4. AT&T to install 15,695' of aerial and buried fiber optic cable at Grainger Road at Highway 78 to 2424 Forestdale Bend Road in the Forestdale area.
5. AT&T to install 94' of cable and a concrete pad with cabinet at 1479 Tomahawk Road in the Forestdale area.
6. Alabama Power to install 3,600' of service power line to Rosser Farms Phase II, Sector I at Pocahontas Road in the Loveless Park area.

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the Utility Permits be approved. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

Sep-28-2010-923

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

Recommended by: E. Wayne Sullivan P.E. Director/County Engineer
Department: Roads & Transportation
Date: September 16, 2010
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account Invoice for Acquisition Costs Settlement Due to Tract 43 (Mary Ann Dodd) Project No. STPBH-7002(600) Morgan Road Widening Agent Alan K. Dodd
Price: \$9,900.00
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account
Mailing Address: 1205 North 19th Street
Birmingham, AL 35224

Fund # 4022000000
Bus. Area # 5100
GL Object- # 515710
Fund Center- # 5100000000
WBS #C.981.D
Functional Area - THRO
Check Delivery Code: #84

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

Sep-28-2010-924

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to give approval for the County Attorney to proceed with an eviction notice of a vacant mobile home owned by Tommy Woolsteen. The mobile home was left on property purchased by Jefferson County for the Morgan Road Improvements Project, identified as Tract 64.002O, 3352 Morgan Road.

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

Sep-28-2010-925

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 BOBBY G. HUMPHRYES as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Cooperative Agreement with Alabama Emergency Management Agency to provide State funds to assist in Alabama Department of Homeland Security drill for the Alabama Mutual Aid Teams in the amount of \$8,510.36.

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

Sep-28-2010-926

WHEREAS, the Jefferson County Commission is charged, by the adopting resolution of the Zoning Resolution of Jefferson County, Alabama, with promoting the public health, safety, convenience, order, prosperity, and general welfare of the County through zoning and subdivision regulations; and

WHEREAS, in December of 2006, the County Commission directed the Planning & Zoning Commission, with the assistance of the Land Planning & Development Services Department, to begin the process of developing a new Comprehensive Plan for Jefferson County; and

WHEREAS, in August of 2008, the County Commission endorsed the first installment of the new Comprehensive Plan as approved and adopted by the Planning & Zoning Commission; and

WHEREAS, a major component of that Comprehensive Plan focuses on building healthier, livable, more self-sufficient mixed-use neighborhoods and communities rather than simply rezoning individual properties for single-purpose uses; and

WHEREAS, the Comprehensive Plan called for the adoption of new development regulations patterned after the SmartCode, created by Andres Duany and others, as being the best tool for achieving the goals and objectives of the Neighborhood and Community Planning element of the Plan; and

WHEREAS, the Comprehensive Plan itself was based on the principles set forth in the SmartCode, and adoption of a SmartCode constitutes the final step in the implementation of that Plan; and

WHEREAS, the Land Planning & Development Services Department has, through an extensive research and development effort, prepared a version of the SmartCode that is tailored specifically to meet the unique needs and issues of Jefferson County, Alabama; and

WHEREAS, the Jefferson County Planning & Zoning Commission, having duly held a public hearing regarding the proposed SmartCode Floating Overlay District, has recommended that the County Commission amend the Zoning Resolution of Jefferson County, Alabama, to include said District as an option that can be used in lieu of the standard zoning districts and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that said Commission shall also hold a public hearing on October 19, 2010, to receive comments regarding the adoption of the attached (not attached to information given to Minute Clerk) SmartCode Floating Overlay District as an amendment to the Zoning Resolution of Jefferson County, Alabama.

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

Sep-28-2010-927

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and PlaceMakers, LLC to provide a SmartCode On-Site workshop and presentation at the 2010 Building Communities Conference in the amount of \$4,000. No additional funds required.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 7th day of September, 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and PlaceMakers, LLC located at 5136 Sevilla Avenue NW, Albuquerque NM 87120, hereinafter called "the Contractor". The effective date of this agreement shall be October 7, 2010.

WHEREAS, the County desires to contract for a smart growth planning workshop for the Land Planning and Development Services Department, hereinafter called "LPDS", and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from the County's efforts to improve the built environment through the support of smart growth land use policies as part of the Communities Putting Prevention to Work initiative, the terms of which are included herein by reference. The Contractor shall provide a SmartCode On-Site Workshop and Presentation in PowerPoint format, delivered personally to a group of stakeholders. The SmartCode On-Site presentation will be delivered by two SmartCode Specialists: Nathan R. Norris and Chad D. Emerson. In addition, SmartCode Specialist, Howard Blackson, will present and provide additional national expert technical assistance and consultation. The Specialists will attend and deliver the SmartCode On-Site, and discuss the issues relating to smart growth planning in Jefferson County. A fully editable version of the presentation will be property of the County to continue to be used over time as an educational and consensus building device.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of the contract is for one (1) day, October 7, 2010.
4. **COMPENSATION:** The Contractor shall be compensated for services to the County at the rate of \$3500 for the SmartCode On-Site Workshop, and \$500 for national expert technical assistance and consultation to total a sum of \$4,000.00, of which 50% will be paid at the time of the fully executed contract and 50% will be paid upon delivery of the presentation.
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 PlaceMakers, LLC to subcontract (assign) any portion of this contract, PlaceMakers, LLC will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, PlaceMakers, LLC must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. 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 indemnifies the County for any employee benefits and taxes, and will bear the burden of any such applicable federal, state and local taxes, and that the County will not be obligated for same under this contract.
9. **NONDISCRIMINATION 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.
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
12. **LIABILITY:**
 - A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
 - B. The Contractor will indemnify and save harmless, to the extent allowed by law, 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 Commission Land Planning and Development Services
Director of Land Planning and Development Services
716 N Richard Arrington Jr. Blvd.
Suite 260
Birmingham, AL 35203

Contractor: PlaceMakers, LLC
Vice President and Treasurer
5136 Sevilla Ave., NW
Albuquerque NM 87120

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

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

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

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
_____, Principal Bettye Fine Collins
President. Commissioner

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

Sep-28-2010-928

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

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

(2010)

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

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

December 6 P&Z Zoning Case Tour
DECEMBER 9 PLANNING AND ZONING HEARING
DECEMBER 14 CUT-OFF FOR JANUARY REZONING & SUBDIVISIONS
DECEMBER 14 COUNTY COMMISSION ZONING HEARING (2nd Tuesday***)
DECEMBER 21 COUNTY COMMISSION ZONING HEARING
DECEMBER 28 BOARD OF ZONING ADJUSTMENT HEARING TUESDAY
Only if Monday is the official holiday
DECEMBER 29 CUT-OFF JANUARY BOARD OF ZONING ADJUSTMENT

2011

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

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

MARCH 2 CUT-OFF FOR MARCH BOARD OF ZONING ADJUSTMENT
March 7 P&Z Zoning Case Tour

MARCH 8 CUT-OFF FOR APRIL REZONING & SUBDIVISIONS
MARCH 10 PLANNING AND ZONING HEARING
MARCH 15 COUNTY COMMISSION ZONING HEARING
MARCH 22 COUNTY COMMISSION ZONING HEARING
MARCH 28 BOARD OF ZONING ADJUSTMENT HEARING
MARCH 30 CUT-OFF FOR APRIL BOARD OF ZONING ADJUSTMENT

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

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

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

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

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

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

(Projected)

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

October 10 P&Z Zoning Case Tour
OCTOBER 11 CUT-OFF FOR NOVEMBER REZONING & SUBDIVISIONS
OCTOBER 13 PLANNING AND ZONING HEARING
OCTOBER 18 COUNTY COMMISSION ZONING HEARING
OCTOBER 24 BOARD OF ZONING ADJUSTMENT HEARING
OCTOBER 25 COUNTY COMMISSION ZONING HEARING

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

December 5 P&Z Zoning Case Tour
DECEMBER 8 PLANNING AND ZONING HEARING
DECEMBER 13 CUT-OFF FOR JANUARY REZONING & SUBDIVISIONS

DECEMBER 13 COUNTY COMMISSION ZONING HEARING (2nd Tuesday***)
DECEMBER 19 BOARD OF ZONING ADJUSTMENT HEARING 3rd MONDAY Due to 4th Monday being a holiday
DECEMBER 20 COUNTY COMMISSION ZONING HEARING
DECEMBER 28 CUT-OFF JANUARY BOARD OF ZONING ADJUSTMENT

CUTOFF FOR BZA APPLICATION IS MINIMUM 26 DAYS PRIOR TO THE HEARING

CUTOFF FOR P&Z APPLICATION IS MINIMUM 30 DAYS PRIOR TO THE HEARING

BZA notices are mailed ten days prior to the hearing date (on a Friday) P&Z Zoning notices are mailed fourteen days prior to the hearing date (on a Thursday) P&Z Subdivision certified letters are mailed seven days prior to the hearing date (on a Thursday) JCC Zoning notices to property owners & certified letters to applicant(s) are mailed fifteen days prior to the hearing date (on a Monday)

*** JCC 1st zoning hearing scheduled for Tuesday following P&Z hearing (when JCC is NOT at Bessemer)

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

Sep-28-2010-929

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

Michael A. Russell, Roads & Transportation was granted a military leave of absence from June 8, 2010 to June 26, 2010, and the amount of pension contributions due Michael A. Russell is \$96.63 plus the County matching contributions of \$96.63 for a total of \$193.26.

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

Sep-28-2010-930

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

Amendment No. 2 to the agreement with ADTRAV Travel Management Services to provide travel management services for FY2010-2011.

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

Sep-28-2010-931

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

Agreement with Tier Technology, Inc. to provide maintenance/support for 8-line Analog FirstLine Encore interactive voice response system for FY10-11 in the amount of \$4,542. No additional funds required.

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

Sep-28-2010-932

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

First Amendment to the Agreement with Perceptive Software to provide maintenance/support for ImageNow database for FY2010-

2011 in the amount of \$11,698. No additional funds required.

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

Sep-28-2010-933

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the wrongful death claim of Attorney R. Steven Baker, on behalf of his client, Judy Stewart, as Administrator Ad Litem fo the Estate of Gladys Lewis be denied.

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

Sep-28-2010-934

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer back up claim of Margie Swain be denied.

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

Sep-28-2010-935

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle tire and rim damage claim of Sherill Gaskin be denied.

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

Sep-28-2010-936

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

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

W I T N E S S E T H:

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$3,600 upon completion and execution of this contract.
3. The Contractee shall provide the following services:

- a. Provide funds to conduct a soil bearing capacity test at the Fire Department.

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, 2010 whichever shall first occur.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Town of Brookside

Roger McCondichie, Mayor

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

Sep-28-2010-937

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

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and the Jefferson County Board of Education approved by the Jefferson County Commission on July 20, 2010, (Minute Book:160; Page:223) is hereby amended as follows:

Amend Paragraph 1 as follows:

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

Amend Paragraph 3 as follows:

Provide funds to purchase a computer cabinet, laptop computer, projection screen and other miscellaneous materials for Clay Elementary Portable Computer Lab.

Amend Paragraph 4 as follows:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010, whichever shall first occur."

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

Jefferson County, Alabama

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

Sep-28-2010-938

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

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

W I T N E S S E T H:

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$500 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Reimburse the costs incurred at the 2010 Fun Day which was held on August 7, 2010 in the City of Midfield.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Midfield

Gary Richardson, Mayor

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

Sep-28-2010-939

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Amendment to Inter-Cooperation Agreement for the Care of the Mentally III to extend the existing contract for an additional ninety (90) days while an RFP is prepared is hereby approved. The President is authorized to execute the contract extension.

AMENDMENT TO INTER-COOPERATION AGREEMENT

FOR CARE OF THE MENTALLY ILL

This is an Amendment to the Inter-Cooperation Agreement for Care of the Mentally III (hereinafter "the AGREEMENT"), 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"), to provide mental health care and treatment to the CONSORTIUM members. The effective date of this agreement shall be October 1, 2010.

WITNESSETH:

WHEREAS, the CONSORTIUM desires to amend the contract; and

WHEREAS, the HOSPITAL wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on October 6, 2009, in Minute Book 158, Pages 514-516, is hereby amended as set out below:

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

This contract will be effective for an additional ninety (90) days from October 1, 2010, through December 31, 2010.

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

CONSORTIUM:

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

SHERIFF OF JEFFERSON COUNTY, ALABAMA

MIKE HALE, Sheriff

CITY OF BIRMINGHAM, ALABAMA

WILLIAM A. BELL, SR., Mayor

HOSPITAL:

BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR

THE UNIVERSITY OF ALABAMA HOSPITAL AT BIRMINGHAM

UNIVERSITY HOSPITAL

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

Sep-28-2010-940

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Treasurer is hereby directed to immediately transfer \$23,372,000 from operating account number 0028513215 to the General Fund Primary Liquidity Account Number 1020006305 at Regions Bank.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby: (1) delegates to its Chief Financial Officer the authority to make future instructions to the County Treasurer to make intra-account transfers of County funds that are determined by the Chief Financial Officer to be in the County's best interest; and, (2) directs the County Treasurer to immediately comply with the instructions of the Chief Financial Officer.

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes to amend the above resolution to have the CFO request that the Commission approve intra-account transfer of County funds.

Motion was withdrawn by Commissioner Bowman.

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

Sep-28-2010-941

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the contract with E-Ring, Inc.

CONTRACT NO. 00001555

RFP # 145-09

INTEGRATED TAX SYSTEM SERVICES CONTRACT

THIS INTEGRATED TAX SYSTEM SERVICES CONTRACT (this "Agreement") is entered into this 1st day of October 1, 2010, by and between JEFFERSON COUNTY COMMISSION, hereinafter called "the County", and E-RING.COM, INC. (d/b/a E-Ring, Inc.) located at 6703 Odyssey Drive, Huntsville, AL 35806, hereinafter called "the Contractor". The effective date of this Agreement shall be October 1, 2010 and the Agreement shall end on September 30, 2012 (provided that the software license agreement and the maintenance and support service agreement attached hereto as Exhibit D may survive expiration of this Agreement pursuant to their terms).

WHEREAS, the County desires to contract with the Contractor for the provision of certain integrated tax system software and related services for multiple Jefferson County Departments; and

WHEREAS, the Contractor desires to furnish said software and 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 the Contractor and the Contractor hereby agrees to perform the services and provide the software and licenses hereinafter set forth.
2. PURPOSE AND OBJECTIVE: The Contractor will provide and license certain integrated tax system software to multiple Jefferson County Departments and will perform implementation, maintenance and support services relating to the same.
3. SCOPE OF WORK: The general scope of work and deliverables include the following:
 - 3.1 The integrated tax system software to be provided and licensed hereunder is: Capture Solution Server CAMA Edition Real Property Appraisal, Automated Assessment, Business Personal Property Appraisal, Manufactured Home Registration and Billings and Collection Software, as more fully describe in Exhibit C to this Agreement. The software will be licensed to the County pursuant to the CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT attached hereto as Exhibit D and maintenance and support services will be provided to the County according to the MAINTENANCE AND SUPPORT SERVICES AGREEMENT included as Attachment A to said Exhibit D.
 - 3.2 The Contractor will also provide the following services:
 - (a) Migration / conversion of all property tax data to Capture CAMA Edition in accordance with a mutually agreed upon project plan and implementation schedule as described in our project proposal.
 - (b) Installation and customization on County provided hardware in accordance with the mutually agreed upon project plan and implementation schedule as described in our project proposal.
 - (c) Software Training and on site support in accordance with the mutually agreed upon project plan and implementation schedule as described in our project.

4. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: Implementation shall not be considered complete unless and until all of the requirements of the Contractor's RFP #14509 response are completed, including any changes, modifications or additional work agreed upon by the parties. The inspection of the completed scope of work will be documented and signed upon concurrence of the Parties. The signature date of said documentation determines the date due for payment of the "Implementation Complete" line item described in Contractor's RFP #145-09 response.

5. COMPENSATION: The Contractor shall be paid Three Million Six Hundred Eighty Four Thousand and Seven Nine Dollars (\$3,684,079) after submission and approval of an itemized invoice showing date of service. Payment shall be made incrementally based on accepted software installation in accordance with mutually agreed upon milestones between the Parties.

6. ASSIGNMENT: No portion of this Agreement may be sold, assigned, transferred or conveyed to a third party without the express written consent of the County. Should the County authorize the Contractor to subcontract or assign any portion of this Agreement, 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 subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this Agreement and/or legal ramifications, due to nonperformance.

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

8. STATEMENT OF CONFIDENTIALITY: The parties' confidentiality obligations with respect to this Agreement are set forth in the Confidentiality and Cooperative Agreement attached hereto as Exhibit E.

9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this Agreement is as an independent contracting individual and/or agency 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 Agreement.

10. NONDISCRIMINATION 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 Agreement, the Contractor 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 Agreement may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any material 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.

13. LIABILITY: The Contractor shall not, without prior written permission of the County specifically authorizing it to do so, represent or hold itself out to others as an agent of or act on behalf of the County.

14. 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: Multiple Jefferson County Departments

Copy to: Jefferson County Purchasing Division

Purchasing Manager

716 N Richard Arrington

Suite 830

Birmingham, AL 35203

15. AMENDMENT OF AGREEMENT: This Agreement contains the entire understanding of the parties, and no change of any term or provision of the Agreement 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 Agreement. A written request must be made to the County and an amended agreement will be executed.

16. INSURANCE: The Contractor 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 Agreement. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson

County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the County's purchasing agent not later than seven (7) day(s) after the effective date of this Agreement. Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contractor shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 Bodily injury and property damage combined occurrence

\$1,000,000 Bodily injury and property damage combined aggregate

\$1,000,000 Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 Limit each occurrence

Umbrella Coverage:

\$1,000,000 Each occurrence

\$1,000,000 Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

17. PROTECTION DAMAGE: Contractor will be responsible for any damage to property of the County or others caused by him/her, any employee or subcontractor, and will replace and make good such damage. Contractor will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. Contractor will comply with all safety laws and regulations in effect in the locality.

18. 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 Parties"), 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 Parties because of bodily injury, death or property damage, real or personal, including loss of use thereof to the extent 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 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 Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the sole negligence of the County Parties.

19. CONFLICT OF INTEREST: The Contractor 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 the Contractor for which compensation will be sought during the period of time this Agreement is being performed, and, furthermore, the Contractor pledges that it will notify the County's purchasing manager in writing should it come to its knowledge that any County official becomes directly or indirectly interested in this Agreement or any contract with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor 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 other 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 the Contractor 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 other thing of value, for aid or assistance in obtaining any amendment to this Agreement or any contract with the Contractor for which compensation will be claimed during the period of time this Agreement is being performed.

20. COUNTY FUNDS PAID: Contractor certifies by the execution of this Agreement and Exhibits A and B hereto 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 material breach and default of this Agreement which shall be cause for termination and immediate refund to the County of all amounts paid by the County pursuant to this Agreement.

21. BUSINESS LICENSE: Contractor must submit a copy of its Jefferson County business license within 7 days of the effective date of this Agreement.

22. CHANGE ORDERS: Change orders will only be allowed by mutual agreements of the parties.

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

Commissioner Bettye Fine Collins, President

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, October 5, 2010, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk