

STATE OF ALABAMA)

JEFFERSON COUNTY) November 23, 2010

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

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

Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the Minutes of November 2, 2010, be approved. Voting "Aye" Bowman, Stephens, Brown, Carrington and Knight.

Motion was made by Commissioner Bowman seconded by Commissioner Stephens to amend Rule 3 of the Rules and Procedure and to approve the Minutes of November 10, 2010. Voting "Aye" Bowman, Stephens, Brown, Carrington and Knight.

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

STAFF DEVELOPMENT

Multiple Staff Development

Commissioners - 5 participants

George Bowman	Hoover & Prattville, Alabama	\$950.00
Sandra Little Brown	Mandated County Commission Training - Center for	\$950.00
Joe Knight	Governmental Services at Auburn University	\$950.00
David Carrington	Various dates from November, 2010 thru March, 2011	\$950.00
Jimmie Stephens		\$950.00

Office of Senior Citizen Services - 2 participants

Ashley Lemsky	Point Clear, Alabama	\$495.00
Marilyn Sills	AARC 2010 Annual Training Conference October 17-20, 2010	\$400.00

Sheriff's Office - 2 participants

Andria Hart-Smith	Washington, D.C.	\$1,193.00
Heather Fisher	Grant Management Class December 12-15, 2010	\$1,493.00

Sheriff's Office - 5 participants

Byron D. Jackson	Opelika, Alabama	\$1,125.25
Mark Steven Drake	Basic School Resource Officer Training	\$1,125.25
Mary Winston	December 5-10, 2010	\$1,125.25
Timothy Pugh		\$1,125.25
Ashondra Jackson		\$1,125.25

Individual Staff Development

Angelia Bowie	CGMH	Birmingham, Alabama	\$215.95
		Mistake Free Grammar & Proofreading Workshop September 29-30, 2010	
Della Franklin	Office of Senior Citizen Services	Birmingham, Alabama	\$349.00
		Two-Day Grant Writing Meeting December 15-16, 2010	

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

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

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

NOVEMBER 9, 2010

1. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, TO PAY FOR ALL LEGAL AND DISPLAY ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000049096 \$12,000.00 TOTAL
2. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM NEXAIR LLC, PINSON, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PROPANE AND BUTANE.
SAP PURCHASE ORDER # 2000048051 \$1,000.00 TOTAL REFERENCE BID # 30-09
3. GENERAL SERVICES FROM RAPISCAN SYSTEMS, TORRANCE, CA, RECOMMENDATION TO AWARD CONTRACT FOR SECURITY X-RAY MACHINE FISCAL YEAR 10/31/10 -10/30/11. REFERENCE BID # 230-10
EST. \$20,935.00 TOTAL
4. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM SUPERIOR PRODUCTS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR CONCRETE SAND ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049053 \$10,000.00 TOTAL REFERENCE BID # 90-08
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR NEW TIRES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000048960 \$45,000.00 TOTAL STATE OF ALABAMA CONTRACT # T-106
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM S & S TIRE, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR NEW TIRES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000048959 \$5,000.00 TOTAL STATE OF ALABAMA CONTRACT # T-106
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOODYEAR WHOLESALE TIRE, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR NEW TIRES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000048956 \$45,000.00 TOTAL STATE OF ALABAMA CONTRACT # T-106
8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049054 \$22,000.00 TOTAL
9. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM BENCHMARK CHRYSLER JEEP INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049058 \$10,000.00 TOTAL REFERENCE BID # 121-09
10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR AND EQUIPMENT COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049077 \$14,000.00 TOTAL
11. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THOMPSON TRACTOR, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049076 \$24,000.00 TOTAL
12. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOFFS RADIATOR AND ELECTRIC, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049068 \$6,000.00 TOTAL
13. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR OILS AND LUBRICANTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048968 \$55,000.00 TOTAL REFERENCE RFP # 124-09
14. *REMOVED FROM REPORT.*
15. COOPER GREEN MERCY HOSPITAL - STORES FROM EVENFLO, CLEVELAND, OH, RECOMMENDATION TO AWARD CONTRACT FOR DELUXE TRAVEL SYSTEM (INFANT CAR SEAT/STROLLER COMBO) FOR FISCAL YEAR 10/31/10 -10/30/11. REFERENCE BID # 232-10 EST. \$41,912.00 TOTAL
16. SHERIFF'S DEPARTMENT - BIRMINGHAM ENFORCEMENT FROM INSIGHT PUBLIC SECTOR, CUMMING, GA, FOR PANASONIC ARBITRATOR 360 IN-CAR CAMERA. SAP PURCHASE ORDER # 2000049159 \$21,755.92 TOTAL
STATE OF ALABAMA CONTRACT T-914
17. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SANSOME EQUIPMENT COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049156 \$5,000.00 TOTAL
18. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL TRUCKS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD

- OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049152 \$20,000.00 TOTAL
19. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NOVA-TEC, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049151 \$15,000.00 TOTAL
20. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049149 \$10,000.00 TOTAL
21. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KURTS TRUCK AND PARTS COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049148 \$15,000.00 TOTAL
22. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM JOE MONEY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049146 \$5,000.00 TOTAL REFERENCE BID # 97-08
23. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM FLEET PRIDE INCORPORATED, ATLANTA, GA, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049144 \$5,000.00 TOTAL
24. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM EQUIPMENT AND PARTS SPECIALTY INCORPORATED, MONTGOMERY, AL, OPEN PURCHASE ORDER FOR FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049142 \$15,000.00 TOTAL
25. COOPER GREEN MERCY HOSPITAL FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE FOR THE PERIOD OF 11/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049132
\$96,120.00 TOTAL REFERENCE BID # 138-10
26. *REMOVED FROM REPORT*
27. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAVELERS, BIRMINGHAM, AL, TO PAY FOR FISCAL YEAR 2011 INSURANCE RENEWAL. SAP PURCHASE ORDER # 2000049200 \$24,221.00 TOTAL
28. ROADS AND TRANSPORTATION FROM TEMPLE INCORPORATED, BIRMINGHAM, AL, TO PURCHASE TWELVE (12) CHANNEL ENHANCED MONITORS. SAP PURCHASE ORDER # 2000049140 \$6,950.00 TOTAL
29. BULK STORES WAREHOUSE FROM ARMICHEM, FT. LAUDERDALE, FL, CONTRACT RENEWAL FOR MULTIPLE AWARDS FOR SAFETY SUPPLIES, SAFETY KITS, HATS AND RAINCOATS FOR THE PERIOD OF 10/19/10 TO 10/18/11. REFERENCE BID # 218-09 EST. \$2,887.50 TOTAL
30. BULK STORES WAREHOUSE FROM MSC INDUSTRIAL SUPPLY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR MULTIPLE AWARDS FOR SAFETY SUPPLIES, SAFETY KITS, HATS AND RAINCOATS FOR THE PERIOD OF 10/19/10 TO 10/18/11. REFERENCE BID # 218-09 EST. \$1,556.00 TOTAL
31. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR RUTH ACKERS. SAP PURCHASE ORDER # 2000046717 \$1,150.00 TOTAL REFERENCE BID # 165-10
32. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR NELLIE AUSTIN. SAP PURCHASE ORDER # 2000046745 \$1,250.00 TOTAL REFERENCE BID # 165-10
33. COMMUNITY AND ECONOMIC DEVELOPMENT FROM GARY L. HAND DB/A HAND CONSTRUCTION, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR LOLA CARTER. SAP PURCHASE ORDER # 2000046715 \$25,000.00 TOTAL REFERENCE BID # 165-10
34. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FROM CRITICAL CARE TRANSPORT (UAB), BIRMINGHAM, AL, FOR AMBULANCE SERVICE. SAP PURCHASE ORDER # 2000049233 \$7,200.00 TOTAL
35. *REMOVED FROM REPORT*
36. *REMOVED FROM REPORT*
37. COUNTY CORONER'S OFFICE FROM CEMETERY FUNERAL SUPPLY, MONROE, NC, RECOMMENDATION TO AWARD CONTRACT FOR FOUR (4) FERNO 101-H AUTOPSY TABLES. SAP PURCHASE ORDER # 2000049223
\$14,900.00 TOTAL REFERENCE BID # 10-11
38. GENERAL SERVICES FROM ELECTRIC POWER SYSTEMS, NASHVILLE, TN, RECOMMENDATION TO AWARD CONTRACT 240-10 FOR DISPOSAL OF PCB CONTAMINATED MINERAL OIL FOR FISCAL YEAR 10/31/10 -10/30/11. REFERENCE BID # 240-10 EST. \$14,500.00 TOTAL
39. COOPER GREEN MERCY HOSPITAL FROM CENTURION MEDICAL PRODUCTS, HOWELL, MI, CONTRACT RENEWAL

FOR PROMOTIONAL AND MISCELLANEOUS ITEMS FOR THE PERIOD OF 7/1/10 TO 6/30/11.

REFERENCE BID # 167-09 EST. \$1,356.00 TOTAL

40. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR AND EQUIPMENT COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 3/31/11. SAP PURCHASE ORDER # 49250 \$10,000.00 TOTAL
REFERENCE BID # 97-08
41. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WARRIOR TRACTOR AND EQUIPMENT, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 3/31/11. SAP PURCHASE ORDER # 2000049252 \$5,000.00 TOTAL
REFERENCE BID # 97-08
42. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THOMPSON TRACTOR, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 3/31/11. SAP PURCHASER ORDER # 2000049285 \$20,000.00 TOTAL REFERENCE BID # 97-08
43. INFORMATION TECHNOLOGY FROM XEROX CORPORATION, DALLAS, TX, TO PURCHASE PRINTER PAPER 3-HOLE AND NO-HOLE PAPER FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049301 \$18,000.00 TOTAL REFERENCE BID # 292-08
44. *REMOVED FROM REPORT*
45. *REMOVED FROM REPORT*
46. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM CINTAS CORPORATION, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SHOP TOWEL RENTAL FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 252-08
EST. \$1,000.00 TOTAL
47. GENERAL SERVICES FROM ADCO BOILER SERVICE, BESSEMER, AL, TO REPLACE TUBING IN ONE EXISTING BOILER. SAP PURCHASING # 2000049303 \$9,981.00 TOTAL
48. JEFFERSON REHABILITATION AND HEALTH CENTER (MATERIALS MANAGEMENT) FROM SUPREME MEDICAL FULFILLMENT, MOBILE, AL, RECOMMENDATION TO AWARD CONTRACT FOR BARIATRIC DIAPERS AND ABSORBENT PADS FOR THE PERIOD OF 11/09/10 TO 9/30/11. REFERENCE BID # 221-10 EST. \$15,000.00 TOTAL
49. JEFFERSON REHABILITATION AND HEALTH CENTER (MATERIALS MANAGEMENT) FROM MEDLINE INDUSTRIES, ATLANTA, GA, RECOMMENDATION TO AWARD CONTRACT FOR DIAPERS AND UNDERPADS FOR THE PERIOD OF 11/9/10 TO 9/30/11. REFERENCE BID # 221-10 EST. \$25,000.00 TOTAL
50. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM MULTIPLE VENDORS, CONTRACT RENEWAL FOR MICROBIOLOGY SUPPLIES FOR THE PERIOD OF 11/09/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049273 (BIORAD) \$ 1,850.00
2000049279 (REMEL) \$ 2,100.00
2000049280 (BIOMERIEUX) \$26,000.00
2000049329 (BIOMERIEUX) \$ 2,500.00
EST \$32,450.00 TOTAL REFERENCE BID # 190-08
51. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM MULTIPLE VENDORS, CONTRACT RENEWAL FOR HISTOLOGY SUPPLIES FOR THE PERIOD OF 11/9/10 TO 9/3 0/ 11.
POLY SCIENTIFIC \$2,000.00
INFOLAB \$ 500.00
FISHER SCIENTIFIC \$1,500.00
EST. \$4,000.00 TOTAL REFERENCE BID # 217-08
52. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SIEMENS DIAGNOSTIC, ALPHARETTA, GA, CONTRACT RENEWAL FOR MICROBIOLOGY REAGENT PLAN FOR THE PERIOD OF 11/9/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049281 EST. \$27,000.00 TOTAL REFERENCE BID # 2-10
53. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM BIRMINGHAM NUCLEAR PHARMACY, ATLANTA, GA, CONTRACT RENEWAL FOR RADIO-PHARMACEUTICAL SERVICES FOR THE PERIOD OF 11/9/10 TO 9/30/11.
SAP PURCHASE ORDER # 2000049282 EST. \$92,000.00 TOTAL REFERENCE BID # 20-10
54. JEFFERSON REHABILITATION AND HEALTH CENTER (MATERIALS MANAGEMENT) FROM KINETIC CONCEPTS, HOUSTON, TX, CONTRACT RENEWAL FOR VAC PUMP RENTAL FOR THE PERIOD OF 11/9/10 TO 9/30/11.
AMERINET CONTRACT # VH-05000 \$7,500.00 TOTAL
55. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS, RECOMMENDATION TO AWARD CONTRACT FOR MISCELLANEOUS MEDICAL SUPPLIES FOR THE PERIOD OF 11/9/10 TO 9/30/11.

CARDINAL	\$	35,000.00
MEDLINE		50,000.00
KENTRON HEALTHCARE		20,000.00
FIRST CHOICE MEDICAL		10,000.00
SUPREME MEDICAL		70,000.00
OWENS AND MINOR		60,000.00
TELEFLEX MEDICAL		10,000.00
QPS MEDICALS		15,000.00
PRIORITY MEDICAL		25,000.00

EST. \$ 295,000.00 TOTAL REFERENCE BID # 168-10

56. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM MULTIPLE VENDORS, RECOMMENDATION TO AWARD CONTRACT FOR MISCELLANEOUS MEDICAL SUPPLIES FOR THE PERIOD OF 11/9/10 TO 9/30/11.

TRI-ANIM HEALTH SERVICES	\$	5,000.00
TACY MEDICAL		10,000.00
PATTERSON MEDICAL/SAMMONS PRESTON		5,000.00
COVIDIEN/PURITAN BENNETT		10,000.00
CENTURION MEDICAL PRODUCTS		30,000.00
FIRST CHOICE MEDICAL		15,000.00
KENTRON HEALTHCARE		5,000.00
MEDLINE INDUSTRIES		15,000.00
ARROW INTERNATIONAL PRODUCTS		30,000.00
TELEFLEX MEDICAL		5,000.00
SMITHS MEDICAL		10,000.00
HOLLISTER INCORPORATED		10,000.00
PRIORITY MEDICAL		15,000.00
OWENS AND MINOR		60,000.00
CARDINAL		25,000.00
SUPREME MEDICAL		75,000.00

EST. \$325,000.00 TOTAL REFERENCE BID 4 168-10

NOVEMBER 16, 2010

- GENERAL SERVICES FROM SIEMENS BUILDING TECHNOLOGIES, BIRMINGHAM, AL, FOR FIRE ALARM SYSTEM, INSPECTION, TESTING AND MAINTENANCE. SAP PURCHASE ORDER # 2000049309 \$59,431.00 TOTAL REFERENCE BID # 269-08
- COOPER GREEN MERCY HOSPITAL FROM LINDE GAS THERAPEUTICS C/O LINDE GAS NORTH AMERICA, CHICAGO, IL, CONTRACT RENEWAL FOR BULK MEDICAL/RESPIRATORY GASES FOR FISCAL YEAR 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049203 EST. \$20,000.00 TOTAL REFERENCE BID # 18-10
- COOPER GREEN MERCY HOSPITAL FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, REMOVE CONDENSER AND EDDY CURRENT TEST EVAPORATION HEADS ON BOTH YT CHILLERS, RE-INSTALL PARTS, REFILL BARRELS AND RUN TEST ON CHILLERS. SAP PURCHASE ORDER # 2000049324 \$6,852.62 TOTAL
- REMOVED FROM REPORT
- COOPER GREEN MERCY HOSPITAL FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, FOR PLEATED FILTERS. SAP PURCHASE ORDER # 2000049334 \$29,718.24 TOTAL
- COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES FOR REFERENCE LABORATORY TEST. SAP PURCHASE ORDER # 2000049382 \$49,110.64 TOTAL REFERENCE BID # 268-07
- COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BARD PERIPHERAL VASCULAR, MURRAY HILL, NJ, FOR ENDOVASCULAR SUPPLIES. SAP PURCHASE ORDER # 2000049403 \$54,225.00 TOTAL INTERNAL AGREEMENT.
- COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM AMERICAN RED CROSS, CHARLOTTE, NC, TO PAY PAST DUE INVOICES FOR BLOOD. SAP PURCHASE ORDER # 2000049376 \$18,938.50 TOTAL HOSPITAL GENERATED AGREEMENT.
- INFORMATION TECHNOLOGY FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, FOR PRINTER REPAIR. SAP PURCHASE ORDER # 2000049451 \$6,000.00 TOTAL REFERENCE BID # 104-09

10. HUMAN RESOURCES DEPARTMENT FROM THE BIRMINGHAM NEWS, TO PAY FOR FISCAL YEAR 2011 ADVERTISING. SAP PURCHASE ORDER # 2000049432 \$6,000.00 TOTAL
11. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM LIFEGAS A DIVISION OF LINDE GAS NORTH AMERICA LLC, ALABASTER, AL, CONTRACT RENEWAL FOR MEDICAL GASES FOR THE PERIOD OF 12/07/10 TO 12/06/11. REFERENCE BID # 18-10 EST. \$95,000.00 TOTAL
12. JEFFERSON REHABILITATION AND HEALTH CENTER FROM GAYMAR INDUSTRIES INCORPORATED, HELENA, AL, CONTRACT RENEWAL FOR MATTRESS RENTAL/BEDS/SPECIAL EQUIPMENT FOR THE PERIOD OF 12/22/10 TO 12/21/11. REFERENCE BID # 25-10 EST. \$58,000.00 TOTAL
13. COOPER GREEN MERCY HOSPITAL FROM PICA, FRANKLIN, TN, TO PAY FOR YEAR 2010 PROFESSIONAL LIABILITY INSURANCE. SAP PURCHASE ORDER # 2000049532 \$9,504.00 TOTAL
14. COOPER GREEN MERCY HOSPITAL FROM UNIVERSITY OF ALABAMA AT BIRMINGHAM (UAB), BIRMINGHAM, AL, FOR CLINICAL LABORATORY BILLING SERVICES ALREADY RENDERED. SAP PURCHASE ORDER # 2000049534 \$14,307.80 TOTAL
15. *REMOVED FROM REPORT*
16. INFORMATION TECHNOLOGY FROM UNISOFT INTERNATIONAL INCORPORATED D/B/A/ SMA, KINGWOOD, TX, TO EXTEND ANNUAL MAINTENANCE FOR SMA OPCON SUPPORT FOR THE PERIOD OF 10/1/10 TO 12/31/10. REFERENCE BID # 189-09 EST. \$7,146.87 TOTAL
17. ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM TELECOMMUNICATIONS FUND, MONTGOMERY, AL, FOR FRAME RELAY CHARGES (\$585.00) PER MONTH FOR DATA LINES FURNISHED BY STATE OF ALABAMA FINANCE DEPARTMENT TO ACCESS DATABASE FOR CASE MANAGEMENT FOR ALAWORKS FOR THE PERIOD OF 10/1/10 TO 09/30/11. \$7,020.00 TOTAL
18. TREASURER DEPARTMENT FROM EXPRESS PRINT AND PROMOTIONAL ITEMS, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR PAYROLL AND ACCOUNTS PAYABLE CHECKS AND DIRECT DEPOSITS FOR FISCAL YEAR 10/1/10 TO 9/30/11. REFERENCE BID # 217-10 EST. \$7,229.55 TOTAL
19. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KELLY CONSTRUCTION COMPANY INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR MILLING OF ROAD SURFACES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049577 REFERENCE BID # 80-09 \$15,000.00 TOTAL
20. *REMOVED FROM REPORT*
21. *REMOVED FROM REPORT*
22. *REMOVED FROM REPORT*
23. *REMOVED FROM REPORT*
24. *REMOVED FROM REPORT*
25. DISTRICT'S ATTORNEY'S OFFICE FROM ACCURINT, PHILADELPHIA, PA, TO PAY FOR ANNUAL SERVICES FOR LOCATING DEFENDANTS FOR FISCAL YEAR 2010-2011. SAP PURCHASE ORDER # 2000049644 \$6,000.00 TOTAL
26. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR AND EQUIPMENT COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR HEAVY EQUIPMENT AND TRACTOR REPAIR ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049605 \$10,000.00 TOTAL REFERENCE BI D # 97-08
27. BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR RESTOCKING TOILET TISSUE SUPPLY. SAP PURCHASE ORDER # 7000005395 \$15,399.00 TOTAL REFERENCE BID # 104-08
28. COOPER GREEN MERCY HOSPITAL FROM BRACCO DIAGNOSTICS, CHARLOTTE, NC, FOR CT SYRINGES (FAST LOAD) #100107 FOR THE PERIOD OF 11/16/10 TO 9/30/ 11. SAP PURCHASE ORDER # 2000049717 \$16,000.00 TOTAL AMERINET CONTRACT # VQ10056
29. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DIAGNOSITCA STAGO, PARISPPANY, NJ, CONTRACT RENEWAL FOR D-DIMER SUPPLIES FOR THE PERIOD OF 10/O1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049754 EST. \$15,000.00 TOTAL REFERENCE BID # 111-06
30. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DIAGNOSITCA STAGO, PARISPPANY, NJ, CONTRACT RENEWAL FOR STAGO SUPPLIES (REAGENTS AND CONTROLS) FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049753 EST. \$50,000.00 TOTAL REFERENCE BID # 111-06
31. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, CONTRACT RENEWAL FOR HEMATOLOGY SUPPLIES FOR THE PERIOD OF 10/O1/10 TO 9/30/11.

- SAP PURCHASE ORDER # 2000049752 EST. \$23,000.00 TOTAL REFERENCE BID # 24-09
32. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, CONTRACT RENEWAL FOR HISTOLOGY SUPPLIES FOR THE PERIOD OF 10/1/10 TO 9/30/11.
- SAP PURCHASE ORDER # 2000049760 EST. \$8,000.00 TOTAL REFERENCE BID # 217-08
33. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, CONTRACT RENEWAL FOR MICROBIOLOGY SUPPLIES (PLATED MEDIA) FOR THE PERIOD OF 10/01/10 TO 9/30/11.
- SAP PURCHASE ORDER # 2000049758 EST. \$14,000.00 TOTAL REFERENCE BID # 190-08
34. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, CONTRACT RENEWAL FOR MICROBIOLOGY SUPPLIES FOR THE PERIOD OF 10/1/10 TO 9/30/11.
- SAP PURCHASE ORDER # 2000049757 EST. \$14,000.00 TOTAL REFERENCE BID # 190-08
35. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LIFESOUTH COMMUNITY BLOOD BANK, BIRMINGHAM, AL, CONTRACT RENEWAL FOR BLOOD PRODUCTS AND SERVICES FOR THE PERIOD OF 10/01/10 TO 9/30/11.
- SAP PURCHASE ORDER # 2000049755 EST. \$12,000.00 TOTAL HOSPITAL GENERATED CONTRACT.
36. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM AMERICAN RED CROSS, CHARLOTTE, NC, CONTRACT RENEWAL FOR BLOOD PRODUCTS AND SERVICES FOR THE PERIOD OF 10/01/10 TO 9/30/11.
- SAP PURCHASE ORDER # 2000049764 EST. \$290,000.00 TOTAL HOSPITAL GENERATED CONTRACT.
37. GENERAL SERVICES - ADMINISTRATION FROM KNOX PEST CONTROL, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PEST CONTROL SERVICE. SAP PURCHASE ORDER # 2000048437 \$1,925.00 TOTAL REFERENCE BID # 262-08

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

There was no vote on the Unusual Demands report.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Cooper Green Mercy Hospital \$6,000

Shift funds from regular salaries to contract salaries to cover the expenses for a temporary administrative assistant during the hiring process. No Additional Funds Required.

2. Roads & Transportation \$374,716.96

Increase revenues and expenditures to record an 80% reimbursement from ALDOT for the purchase of additional right-of-way for the Morgan Road Widening Project. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

3. Cooper Green Mercy Hospital \$5,685.75

Shift funds and add purchasing memorandum to purchase medical equipment (exam table). No Additional Funds Required.

4. Roads & Transportation \$26,500

Shift funds to buy computers and to cover staff development. No Additional Funds Required.

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

Nov-23-2010-1065

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the resolution of May 25, 2004, Minute Book 144, Page 557, regarding parking fees for the surface parking lot located at the northeast corner of 2100 7th Avenue, North is amended to include the following:

The Director of General Services is authorized to allow free parking in this lot for disabled jurors using the same guidelines in place in all other County parking facilities; and, is also authorized to use his discretion to waive parking fees for any extenuating circumstances.

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

Nov-23-2010-1066

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and P&M Mechanical, Inc. for the Energy Efficiency & Conservation Block Grant project-Activity 4 which decreases the agreement by \$5,016.24 (\$1,822,983.76 new total agreement amount).

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

Nov-23-2010-1067

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 2 to the agreement between Jefferson County, Alabama and P&M Mechanical, Inc. for the Energy Efficiency & Conservation Block Grant project-Activity 3 which decreases the agreement by \$37,159.60 (\$1,785,824.16 new total agreement amount).

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

Nov-23-2010-1068

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Meredith M. Atwater to provide therapeutic dietician services at St. George's Clinic through September 30, 2011 in the amount of \$20,000. 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 Meredith M. Atwater, 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) 303-304, 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

Cooper Green Mercy Hospital

W. D. Carrington, President

Sandral Hullett , MD, CEO/Medical Director

Meredith Atwater

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

Nov-23-2010-1069

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following school/colleges/universities for Cooper Green Mercy Hospital to provide clinical education to students. These are no cost agreements.

(a) Virginia College - Registered Nurses

(b) The University of Sint Eustatius School of Medicine - Clinic Services students

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

Nov-23-2010-1070

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Department of Health for Cooper Green Mercy Hospital to provide healthcare for tuberculosis patients for FY10-11. This is a revenue generating agreement.

GC 11-177

C10114100

CONTRACT

Between

The Alabama Department of Public Health

AND

Jefferson County, Alabama

D/B/A Cooper Green Hospital

Birmingham, Alabama

This Contract entered into by and between the Alabama Department of Public Health, hereinafter "Department", and Jefferson County, Alabama, D/B/A Cooper Green Hospital, Birmingham, Alabama, hereinafter "Contractor", is effective October 1, 2010, and terminates September 30, 2011.

WHEREAS, the purpose of this Contract is to provide a treatment center for persons affected with active tuberculosis who refuse to accept voluntary treatment or whose conduct is such as to expose other persons to the danger of infection.

WHEREAS, funding for activities performed under this Contract was provided by the Alabama Department of Public Health, Bureau of Communicable Disease, through State Fund Number AA.

NOW THEREFORE, in consideration of the mutual covenants herein below specified, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

A. Health Care Provisions

1. Contractor will designate two negative pressure equipped airborne infection isolation beds in Contractor's secure ward to remain available for Department's recalcitrant tuberculosis patients who have been formally committed to the custody of the Department in accordance with Code of Ala. 1975, §22-11 A-1, et seq. Contractor agrees to admit such patients and to provide care as herein below specified until such time as patients are released by order of the court. Said patients shall be considered in the custody of the Department. Patients shall be delivered to Contractor's facility by the Department or as otherwise designated by the probate court and shall be admitted through Contractor's emergency department.

2. Contractor will house patients who are in custody in a manner that retains the custody secure from elopement by patient and from unauthorized entry by other persons into confinement areas. Patient shall be maintained safe from exposure to other isolated or quarantined

individuals. Contractor's security personnel shall be authorized to use necessary, non-lethal force to prevent elopements by patients. Should the patient require restraint, Contractor shall so inform Department. Department shall secure appropriate court orders from the committing court to utilize such restraint as the court may determine to be necessary.

3. Contractor will house patients in a safe and hygienic area and in a manner that addresses in a systematic manner the provision of adequate food and appropriate communications with family members and to the extent possible, cultural and religious beliefs of the patient. However, it is understood that patient shall not be allowed unauthorized visitors not related to patient's care and treatment without consultation with Department.

4. Contractor will prove such nursing, technical and support staff as it deems necessary for the provision of health care to patients admitted to the facility pursuant to the terms of this Contract. Nursing services may be subject to evaluation by the Joint Commission on Accreditation of Health Care Organizations.

5. Contractor will provide a physician specializing in the care of active tuberculosis patients to make daily rounds and visit patients admitted under the terms of this Contract who shall plan an appropriate individualized program of care and treatment for the patient, in consultation with Department's designated tuberculosis physicians. Contractor will execute the plan of care.

6. Department shall provide all expenses incurred related to treatment of the patient. To the extent not covered by third party payors, if any, Department will pay Contractor for expenses incurred related to the necessary evaluation and treatment of illnesses unrelated to tuberculosis.

7. Contractor shall provide all necessary social services including activities as appropriate by Contractor considering the long-term nature of patient's confinement. To the extent that the necessity or advisability of a particular social service to be provided is in question, Contractor shall provide such services in consultation with the treating physician and Department's designated tuberculosis physician. Social services may be subject to evaluation by the Joint Commission on Accreditation of Health Care Organizations.

8. Contractor shall provide necessary mental health services to patient to appropriately diagnose and treat depression or other mental illness or disorder associated with patient's long-term confinement as indicated previously in this Contract.

9. The Contractor shall not attempt to collect from the patient any funds for treatment hereunder, but should make reasonable attempts to collect third-party insurance from Medicare, Medicaid or private carriers.

10. Microbiology and mycology services will be provided by Department's State Public Health Laboratory. Contractor shall make necessary arrangements to insure appropriate transport of specimens to the Jefferson County Health Department for transport on to said laboratory as designated by the Department.

11. Department's designated tuberculosis physician will be available without charge to:

- a. Consult with Contractor's physician to assure modern aggressive anti-tuberculosis therapy
- b. Participate in chest X-ray conferences
- c. Participate in staff and employee in-service training.

12. Department's public health area tuberculosis manager, nurse or other designated disease intervention specialist will be authorized to:

- a. Visit patients admitted hereunder
- b. Work with Contractor's nursing, infection control and social services departments and
- c. Assist in the collection of aerosolized sputum specimens if necessary.

13. Contractor shall provide all security to appropriately maintain patients admitted hereunder and bill Department separately for such security at Contractor's reasonable and customary cost.

14. Contractor will provide other health-care services for nosocomially acquired illnesses unrelated to patient's tuberculosis.

15. Patients shall be discharged upon the order of the court committing patient to custody and not otherwise.

16. Department shall pay to Contractor the amount of \$40 for each bed as a per diem for Contractor's holding the beds. Said per diem shall be applicable for every day of the term of this Contract whether or not the bed or beds are occupied.

17. In addition to the per diem specified in Paragraph A-16 and to the extent not covered by third party payors, if any, Department shall pay an amount per bed for actual days of usage at the per diem rate as determined by the Alabama Medicaid Agency for CPT codes 86480, 86580, 87116, and 90585.

18. To the extent not covered by third party payors, if any, Department shall pay an additional amount equal to the Alabama Medicaid Agency rate for non-tuberculosis related treatments including lab charges, pharmaceuticals and supplies.

19. To the extent not covered by third party payors, if any, Department shall pay an additional amount equal to the Alabama Medicaid Agency rate for chest X-rays as needed and other attendant radiology consumables.

20. Department will use its best efforts to provide tuberculosis care and treatment education to Contractor's staff and to provide appropriate educational literature including but not limited to the "TB Primer."

B. General Provisions

Under no circumstances shall the maximum amount payable under this Contract exceed \$79,200 for the Contract period.

CLOSEOUT CLAUSE. Contractor acknowledges that under the Alabama Department of Finance Fiscal Policies and Procedures

Manual, all invoices or other demands for payment hereunder by Contractor must be received by the Department before the first day of August of the fiscal year next following the fiscal year in which the Contract closes out. Invoices or demands for payment received after that date for work and labor performed within the previous fiscal year cannot be paid and are forfeit.

DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by giving thirty (30) days written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract

TERMINATION CLAUSE. This Contract may be terminated by either party by giving thirty (30) days written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such cancellation being given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment.

Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later. See 45 CFR § 92.42(b).

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

HIPAA CLAUSE. This Clause is necessitated by the application of the Health Insurance Portability and Accountability Act, being 42 U.S.C. §§ 1320d-1329d-8 as amended by § 262 of P.L.104-191, 110 Stat. 2020-2031 and § 264 of P.L.104-191 (42 U.S.C. § 1320d-2 as

amended) and as further amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (P. L. 111-5) and regulations promulgated thereunder (HIPAA). References in this clause are to the Code of Federal Regulations, hereinafter "CFR."

1. Definitions Terms used, but not otherwise defined, in this Clause shall have the same meaning as in the Department of Health and Human Services' Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and Security of Electronic Protected Health Information ("Security Rule"), 45 CFR Parts 160 through 164.

a. "Contractor" The Contractor herein. The Contractor is within the definition of a "Business Associate" under the Privacy and Security Rules. This term shall refer to Contractor and/or any of its Subcontractors or employees.

b. "Department" The Department herein. The Department is within the definition of a "Covered Entity" under the Privacy and Security Rules.

c. "Improper Disclosure" means actual disclosure (including mailing or e-mailing protected information to the wrong physical or e-mail addresses and posting of protected information to unauthorized web-sites), or loss of control of the protected information (including loss of records in transit, physical burglary, electronic record intrusion), and other events indicating that the protected information actually was disclosed to unauthorized parties or there is a reasonable likelihood that it may have been disclosed to unauthorized parties.

d. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

e. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR ' Part 160 and Part 164, Sub-parts A and E.

f. "Proper Notification" to the Department means sending an electronic message to Pamela Barrett and Virginia Johns at the following e-mail addresses, Pam. Barrett@adph.state.al.us and Virginia. Johns@adph.state.al.us; and a written letter to Pamela Barrett and Virginia Johns at the following address, Alabama Department of Public Health, Bureau of Communicable Disease, 201 Monroe Street, Montgomery, AL 36104, within (forty-eight) (48) hours of the improper disclosure event. In the case that Contractor has reason to believe that receipt by neither of these parties was actually accomplished Contractor will notify John R. Wible at the following e-mail John.Wiblee-adph.state.al.us as soon as possible after recognizing the failure of the original notification.

g. "Protected Health Information (PHI) means individually identifiable health information and Electronic Protected Health Information as found in 45 CFR § 160.103, except for that information in (a) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, (b) records described at 20 U.S.C. § 1232g (a) (4) (B) (iv), and (c) employment records held by the Department in its role as employer, or as the term may otherwise be defined in 45 CFR § 164.501.

h. "Protected Individuals" means the Department's patient, or clients, or employees, former employees, their spouses, dependents, or other individuals whose protected information was provided by or on the Department's behalf to Contractor or its Subcontractors in connection with Contractor's services under this Contract.

i. "Protected Information" means individuals' Social Security Numbers; credit, banking, and other financial information; and protected health information, or information from an employee's or former employer's personnel or health information file.

j. "Required By Law" means any mandate contained in law that compels the Department to make a use or disclosure of Protected Health Information and that is enforceable in a court of law, including, but not limited to, court orders and court-ordered warrants, subpoenas or summons, a civil or an authorized investigative demand, Medicare conditions of participation (if applicable), statutes or regulations requiring the production of information, or as the term may otherwise be defined in 45 CFR § 164.103.

k. "Secretary" means The Secretary of the United States Department of Health and Human Services or his designee.

l. "Designated Record Set" means the medical and billing records maintained by or for the Department about a Department patient, or any other group of records used by or for the Department to make decisions about the patient.

m. "Security Rule" means the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 160 and part 164, Sub-parts A and C.

2. Obligations and Activities of Contractor

a. Use and Disclosure of Protected Health Information Contractor agrees not to use or further disclose Protected Health Information other than as permitted or required by this Contract or as required by law.

b. Safeguards Contractor shall use appropriate safeguards to prevent use or disclosure, of the Protected Health Information other than as provided for by this Contract.

c. Mitigation of Damages Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Contract.

d. Reporting Violations Contractor shall within five (5) days of becoming aware of a use or disclosure, or security incident in violation of this Contract, report the use, disclosure or security incident to the Department.

e. Agents and Contractors Contractor agrees to ensure that any agent, including a Subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the Department agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information.

f. Access to Protected Health Information If Contractor maintains a PHI Designated Record Set, Contractor shall, within five (5) days of a request by the Department for access to a patient's PHI, make available to the Department the requested PHI that Contractor maintains in Designated Record Sets, in accordance with 45 CFR §164.524.

g. Amendment of Protected Health Information If Contractor maintains PHI in a Designated Record Set, Contractor shall, within then (10) days of receiving a request from the Department for the amendment of a patient's PHI, incorporated the amendment into the information that Contractor maintains in a Designated Record Set in order to meet the requirements under 45 CFR §164.526.

h. Books and Records If Contractor maintains a Designated Record Set, Contractor agrees to make its facilities, internal practices, books, accounts, other sources of information and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the Department available to the Department, or at the request of the Department to the Secretary, during normal business hours or as otherwise directed by the Secretary for purposes of determining the parties' compliance with the applicable standards, implementation specifications, and other requirements of the Privacy Rule.

i. Accounting of Disclosures Contractor shall within ten (10) days of receiving notice from the Department that it has received a request from a patient for an accounting of disclosures of PHI, provide to the Department or, if so directed, to the patient or the patient's personal representative, information relating to disclosures of the PHI made, including (i) the date of the disclosure, (ii) the name of the entity or person who received the information, (iii) a brief description of the information disclosed, and (iv) a brief statement of the purpose of the disclosure which includes an explanation of the basis for the disclosure, pursuant to 45 CFR §164.528.

j. Implementing. Safeguards for Electronic PHI (1) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Department as required by the Security Rule. (2) Contractor agrees to ensure that any agent, including a Subcontractor to whom it provides this information agrees to implement reasonable and appropriate safeguards to protect the electronic protected health information.

k. Confidentiality In addition to any other protections provided for in this Contract, Contractor agrees to properly notify the Department within forty-eight (48) hours of learning of the event of any improper disclosure or suspected improper disclosure of protected information that Contractor or Contractor's Subcontractors receive, store, create, or transmit related to the Department's protected individuals.

Contractor further agrees to use its best efforts to determine how the improper disclosure of the protected information occurred and to take reasonable remedial action to prevent a reoccurrence. In addition, Contractor will remediate improper disclosures made by Contractor or its Subcontractors by covering the expenses related to timely notifying the affected protected individuals about the disclosure; and in the event of actual disclosure to cover the expenses related to procuring commercial monitoring of the affected protected individuals' security for a period of one (1) year, unless the Department consents that such monitoring is unnecessary in the particular circumstances surrounding the event. The Department will not unreasonably withhold such consent.

3. Permitted Uses and Disclosures by Contractor

a. Permitted Uses and Disclosures by Contractor Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information on behalf of the Department, or to perform functions, activities, or provide services to, the Department or patients or clients of the Department for the purposes of providing health care to patients and clients in accordance with the Department's Confidentiality Policy, if such use or disclosure of Protected Health Information would not otherwise violate the Privacy Rule if such disclosure is made by the Department.

b. Uses for Management and Administration Purposes Except as otherwise limited in this Contract, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

c. Disclosures for Management and Administration Purposes Except as otherwise limited in this Contract, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which the person is aware that the confidentiality of the information has been breached.

d. Data Aggregation Services. Except as otherwise limited in this Contract, Contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4. Obligations of the Department

a. Notification of Elected Limitations The Department shall provide Contractor with the Department's Privacy Notice which the Department produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

b. Notification of Changes in Authorization The Department shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

c. Notification of Restrictions The Department shall notify Contractor of any restriction to the use or disclosure of Protected

Health Information that the Department has agreed to in accordance with 45 CFR § 164.522.

5. Permissible requests by the Department The Department shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Department except that if the Contractor will use or disclose protected health information for data aggregation or management and administrative activities of Contractor, such information may be requested.

6. Return of Information and Survival of the Terms of this Clause The provisions of this section shall survive the termination of this Contract and may constitute a continuing duty in perpetuity

a. Except as otherwise provided, upon termination of this Contract for any reason, Contractor shall delete, return or destroy all Protected Health Information maintained in a designated record set received from the Department, or created or received by Contractor on behalf of the Department or as a result of this Contract. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Contractor. Where such information is deleted or destroyed, Contractor shall provide the Department with an assurance of the deletion or destruction of such.

b. Except in accordance with normal business practices, Contractor shall retain no copies of the Protected Health Information.

c. In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the Department notification of the conditions that make return or destruction infeasible. Upon mutual Contract of the parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

7. Administrative Provisions

a. A reference in this Contract to a section of the Privacy or Security Rules shall mean that section as it is most recently amended.

b. The parties hereto agree to take action as is necessary to amend this Contract from time to time to maintain compliance with the Privacy Security Rules.

c. Interpretation. Any ambiguity in this Contract regarding the application of the Privacy and Security Rules shall be resolved in favor of a meaning which permits the parties hereto to comply with such Privacy Rules.

8. Enactment and Impact of ARRA Provisions

a. Contractor acknowledges that enactment of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5, commonly known as ARRA) amended certain provisions of HIPAA in ways that now affect, or will on future dates affect, the obligations of Department and Contractor under the Privacy and Security Rules.

b. Contractor agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to business associates, with the requirements imposed by ARRA, including monitoring Federal guidance and regulations published thereunder and timely compliance with such guidance and regulations.

Contractor:

Jefferson County, Alabama

D/B/A Cooper Green Hospital

W. D. Carrington, President - Jefferson County Commission

Address:

1515 6th Avenue South

Birmingham, AL 35233

Telephone: 205-930-3200

Alabama Department of Public Health

Charles H. Woemle, M.D., M.P.H. Assistant State Health Officer for Disease Control and Prevention

APPROVED:

Alabama Department of Public Health

Donald E. Williamson, M.D. State Health Officer

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

Nov-23-2010-1071

WHEREAS, it is necessary to revise Grant Agreement 03-A to incorporate Incentive Funds of \$213,843.00; and
WHEREAS, the Incentive Funds were received as a result of attaining performance goals.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to sign the modification of WIA funds as reflected on WIA Plan 03-A.

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

Nov-23-2010-1072

WHEREAS, it is necessary to modify NEG Agreement 9,1303001 to incorporate the USDOL approved OJT NEG Grant Plan. The funding amount of \$183,401.00 remains unchanged.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to sign Modification Number 1 to Agreement Number 9J1303001.

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

Nov-23-2010-1073

WHEREAS, Affirmatively Furthering Fair Housing, including home-ownership counseling, is a goal established by the Jefferson County Commission in its Consolidated Plan, Emergency Shelter Grant (ESG), HOME Program and Community Development Block Grant (CDBG) Program; and

WHEREAS, Affirmatively Furthering Fair Housing will benefit all qualified households, without regard to race, color, age, religion, national origin or disability, by increasing housing opportunities; and

WHEREAS, Affirmatively Furthering Fair Housing in an eligible activity under the Community Development Block Grant Program; and

WHEREAS, the Jefferson County Commission desires to contract with a HUD certified housing counseling agency to provide Fair Housing Counseling Services; and

WHEREAS, the Jefferson County Housing Authority is qualified to perform said services.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President be and is hereby authorized, empowered, and directed to execute the Agreement between Jefferson County, Alabama and the Jefferson County Housing Authority in the amount of \$50,000.00 for the provision of Fair Housing Counseling Services pursuant to 24 CFR 570 of the CDBG regulations.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 1,162' of cable along Bill Jones Road in the Kimberly area.
2. AT&T to install 155' of buried service wire at 5490 Charles Hamilton Road in McCalla.
3. AT&T to install 700' of buried cable at 3127 McClendon Chapel Road in the Bessemer/Helena area.
4. Alabama Power Company for relocation of their facilities on Linndale Road in the Graysville area for a Jefferson County project.

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

Nov-23-2010-1074

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND AUTHORIZING THE DISPOSAL OF
SAID EQUIPMENT VIA SALE TO SCRAP YARD

WHEREAS, the County Fleet Manager has determined and the following list of retired rolling stock and/or miscellaneous equipment to be surplus, all salvageable parts have been used, and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County assets are hereby declared surplus property, removed from the fixed assets inventory and disposed of via sale to a local scrap yard.

VEHICLE#	VIN#	DESCRIPTION	ASSET NO.
B981201	1FTZF1766WNA95679	PU 6K F150 98	980113
A976214	2FALP71 W5VX188484	SEDAN 4 DR CV G/W 97	971442
B011211	1FTRX18L81NB33570	PU 6K 4X4 F150 X CAB 01	011056
A036052	2FAFP71W03X107952	SEDAN 4 DR CV G/W 03	021335
B973216	3B7HF13YSVG794649	PU 6K 4X4 1500 97	970776
A006054	2FAFP71 W9YX133201	SEDAN 4 DR CV G/W 00	001185
B983218	1GCEK19MOWE159401	PU 6K 4X4 1500 98	981119
A983003	1FAFP52U3WA161681	SEDAN 4 DR TAURUS 98	980127
A026029	2B5WB35Y42K124254	VAN PASS 15 3500 02	020954
A968601	1FALP52U5TA237044	SEDAN 4 DR TAURUS 96	960349
A006206	2FAFP71 W3YX133212	SEDAN 4 DR C V 00	001276

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

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

Nov-23-2010-1075

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND AUTHORIZING THE DISPOSAL OF
SAID EQUIPMENT VIA INTERNET AUCTION, GOV DEALS.COM

WHEREAS, the County Fleet Manager has determined and the following list of retired rolling stock to be surplus and of no further use to the County, and

WHEREAS, the County Purchasing Agent has received various other County assets retired from user departments.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following list of County assets is hereby declared surplus property, removed from the fixed assets inventory and disposed of via GOV DEALS.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Purchasing Agent is authorized to dispose of the following list of County assets.

VEHICLE#	VIN#	DESCRIPTION	ASSET NO.
A903302	1GKGV26KXLF517798	SUV SUBURBAN TR 20906 90	A903302
A974201	2GIWL52M5V9320919	SEDAN 4 DR LUMINA 97	971339
A975701	1FALP52UXVA210263	SEDAN 4 DR TAURUS 97	970372
A9760114	2FALP71 W8VX188513	SEDAN 4 DR CV G/W 97	971511
A994202	1FAFP53UXXA187307	SEDAN 4 DR TAURUS 99	990336
A034102	2FAFP73W63X202027	SEDAN 4 DR CV 03	031190
B973208	1FTDF17W3VND18267	PU 6K F150 97	971662
B983119	1FTZF1764WNA95678	PU 6K F150 98	982247
B983213	IGCGC24RXWZ243393	TRUCK 8K SVS 2500 98	981643
B991217	3B7HF12Y4XG173973	PU 6K 4X4 1500 99	990636
B993113	1B7HF16YSXS214357	PU 6K 4X4 1500 99	000205
C983210	3B6MC366XWM264536	TRUCK I OK CC SVS 3500 98	981588

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager be and hereby is authorized

to execute any documents to effect this transaction.

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

Nov-23-2010-1076

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Contract between Jefferson County, Alabama and DMJM+Harris, Inc. to change name to AECOM USA, Inc. and to assign the Agreement to parent company, AECOM Technical Services, Inc. for the Blossburg Road Widening Project.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, hereinafter called the "COUNTY" and DMJM+Harris, Inc., hereinafter called the "CONSULTANT" to provide all professional services necessary for the design and production of complete roadway plans for the widening of Blossburg Road (CR-12) from Main Street in Graysville to Corridor X, Jefferson County, Alabama.

WITNESSETH:

WHEREAS, the original Agreement was fully approved by the Jefferson County Commission on November 8, 2005, Minute Book 149, Page 476, with Consoer Townsend Envirodyne.

WHEREAS, a Resolution was fully approved by the Jefferson County Commission on May 30, 2006, Minute Book 151, Page 163, to assign the Agreement to DMJM+Harris, Inc.

WHEREAS, effective November 3, 2008, DMJM+Harris, Inc. officially changed its name to AECOM USA, Inc. ("Assignor").

WHEREAS, AECOM USA, Inc. wishes to assign the Agreement to its parent company, AECOM Technical Services, Inc. ("Assignee"), a California corporation, Tax Identification Number 95-2661922; and

WHEREAS, the COUNTY consents to the assignment of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Agreement to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Agreement, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

CONSENT TO ASSIGNMENT

County hereby consents to the assignment of the Agreement from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Agreement.

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

Executed this 23rd day of November, 2010.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Pam B. Townsend, Vice President

AECOM Technical Services, Inc.

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

Nov-23-2010-1077

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: November 8, 2010
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill
Case No. 44182 01 – in the matter of CONDEMNATION
Jefferson. County v. Birmingham Realty Company, et al. Project No. STPBH-7002(600)
Morgan Road Widening
Price: \$87,364.50
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

Fund #4022000000
Bus. Area #5100
GL Object #515710
Fund Center #5100000000
WBS #C.981.D
Functional Area: THR0
Check Delivery Code: 84

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

Nov-23-2010-1078

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: November 8, 2010
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill
Case No. 44176 01 – in the matter of CONDEMNATION
Jefferson. County v. Mozelle Dean, et al.
Project No. STPBH-7002(600) – Tract 9 and 11 Morgan Road Widening
Price: \$544,294.50
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

Fund #4022000000
Bus. Area #5100
GL Object #515710
Fund Center #5100000000
WBS #C.981.D
Functional Area: THR0
Check Delivery Code: 84

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

Nov-23-2010-1079

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: October 28, 2010
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account
Invoice for Acquisition Costs – Settlement Due to Tract 7 – (R & L, Foods, LLC)
Project No. STPBH-7002(600) Morgan Road Widening Agent - Alan K. Dodd
Price: \$66,000.00
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 – THR0

Check Delivery Code: #84

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

Nov-23-2010-1080

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: DE-AL 16(901) - Demolition and Structure Removal at 2 locations along the Northern Beltline (SR-959).

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

Please refer to: Project Notes and Traffic Control Notes (Sheets 2)

Please refer to: Location and Tract Sketches (Sheets 5)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 23rd day of November, 2010.

ATTEST

W. D. Carrington

County Clerk

Commission President

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

Nov-23-2010-1081

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: HPP-AL 16(900) - Demolition and Structure Removal at 13 locations along the Northern Beltline (SR-959) in Pinson from West of SR-79 to East of SR-75.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements,

all of which are more specifically stated as follows:

N/A

Please refer to: Project Notes and Traffic Control Notes (Sheets 2 - 2C)

Please refer to: Location and Tract Sketches (Sheets 5 - 12)

Please refer to: Traffic Control Plans (Sheets 13 -14)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 23rd day of November, 2010.

ATTEST

County Clerk

W.D. Carrington

Commission President

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

Nov-23-2010-1082

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Birmingham Regional Paratransit Consortium, d/b/a ClasTran to provide transportation services for the elderly and disabled for FY10-11 in the amount of \$300,000. No

additional funds required.

PARATRANSIT SERVICES AGREEMENT

This Agreement between Jefferson County, Alabama through the Office of Senior Citizens Services (OSCS), hereinafter referred to as the "Agency" and Birmingham Regional Para transit Consortium (d/b/a Clastran), hereinafter referred to as "Clastran" shall be in effect from October 01, 2010 through September 30, 2011, subject to the approval of the Alabama Department of Transportation.

WHEREAS, the US Department of Transportation authorizes funds under Section 5310 of the Federal Transit Act Amendments of 1991 for elderly and disabled transportation that meet the Para transit eligibility requirements of the Americans with Disability Act (ADA) as contained in Federal Regulations 49CFR, Part 37, Subpart F, Part 123 OR meet the eligibility requirements of an 'older individual' as described in Part 38, Section 102 of the Older Americans Act of 1965;

WHEREAS, the US Department of Transportation authorizes funds under Section 5311 of the Federal Transit Act Amendments of 1991 for public transportation, which includes residents of Jefferson County who live in NON-Urbanized areas determined through the decennial US Census;

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation, is the recipient for the Section 5310 and 5311 funds for capital, operating and administration public transportation costs; and

WHEREAS, Clastran has been designated to be the local implementing agency to provide specialized Para transit transportation service and/or equipment and the management and operation thereof in Jefferson County;

WHEREAS, Clastran is authorized by the Alabama State Department of Transportation to enter into service contracts for the provision of Para transit services to eligible to enter into service contracts for the provision of Para transit services to eligible persons receiving human and/or social services.

WHEREAS, the Agency provides human and/or social services to residents of Jefferson County that meet the eligibility requirements for transportation provided under Section 5310 and 5311 of the Federal Transit Act Amendments of 1991;

SENIOR CENTER TRANSPORTATION

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES: The Agency shall provide the following: Clastran agrees to provide a minimum of 150,000 trips for the Agency's Senior Centers (congregate meals sites).
2. COMPENSATION: Clastran shall be compensated for services at the annual \$300,000 per year as shown on the Budget Sheet attached to this Contract (on file in the Office of Senior Citizen Services). Transportation which will be indicated by the number of trips for the month. Invoice will be sent to the Office of Senior Citizens for review and approval and will be forwarded to the Accounting Division of the Jefferson County Finance Department. Invoice is due upon receipt.
3. INDEPENDENT CONTRACTOR: Clastran acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Clastran is obligated for all applicable federal, state and local taxes, etc.
4. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
5. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Clastran shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
6. TERMINATION OF CONTRACT: This contract may be terminated by the County upon a written 30-day notice to the parties regardless of reason. Clastran shall be entitled to and shall receive any and all compensation for un-reimbursed, eligible expenses incurred prior to the date of termination. The Alabama Department of Transportation retains jurisdiction over all contracts and agreements involving FTA 5310 and 531 funds and must approve all agreements and/or contracts and must be notified of termination of all agreements and/or contracts.
7. INSURANCE: Clastran will maintain such insurance as will protect it and the County from claim 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 and shall include Jefferson County, Alabama as Added Additional Insured including a thirty (30) day written cancellation notice. Insurance coverage shall also include professional liability insurance.
8. LIABILITY: Clastran 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. Clastran will indemnify and hold harmless the County, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of Clastran, its agents, subcontractors or employees under this Contract.
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 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.

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

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

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

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

AGENCY
G. Fenn Church, Executive Director
Birmingham Regional Paratransit
Consortium

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

Nov-23-2010-1083

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Alzheimer's of Central Alabama to provide geriatric case management, respite, outreach and public education for FY10-11 in the amount of \$134,198.75. No additional funds required.

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

Nov-23-2010-1084

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Continuous Care Services to provide homemaker and personal care services for FY10-11 in the amount of \$41,934. No additional funds required.

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

Nov-23-2010-1085

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Better Business Bureau to provide information on fraud, scams, identity theft and other illegal activities for FY10-11 in the amount of \$40,000. No additional funds required.

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

Nov-23-2010-1086

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Choice Home Care Specialist to provide homemaker and personal care services for FY10-11 in the amount of \$56,445. No additional funds required.

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

Nov-23-2010-1087

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jackie Tally, d/b/a Smart Moves to provide exercise and health promotion at various senior centers for FY10-11 in the amount of \$94,361. No additional funds required.

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

Nov-23-2010-1088

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Legal Services of Alabama, Inc. to provide legal services to seniors for FY10-11 in the amount of \$105,446. No additional funds required.

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

Nov-23-2010-1089

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Youth In Aging to provide a health/wellness coordinator for FY10-11 in the amount of \$150,067.50. No additional funds required.

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

Nov-23-2010-1090

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Seasoned Performers to provide entertainment for senior centers and other senior organizations for FY10-11 in the amount of \$30,000. No additional funds required.

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

Nov-23-2010-1091

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Alabama Aegis, Inc. to provide geriatric and medication case management services for FY10-11 in the amount of \$176,125. No additional funds required.

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

Nov-23-2010-1092

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Collat Jewish Family Services to provide case management services for FY10-11 in the amount of \$161,012. No additional funds required.

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

Nov-23-2010-1093

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging - Gabriel Program to provide financial management services for FY10-11 in the amount of \$50,263. No additional funds required.

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

Nov-23-2010-1094

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide the Meals on Wheels Program for FY10-11 in the amount of \$121,012.21. No additional funds required.

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

Nov-23-2010-1095

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide qualified staff to teach ceramics and other crafts at various Senior Centers for FY10-11 in the amount of \$20,608.25. No additional funds required.

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

Nov-23-2010-1096

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide the Senior Wellness Program for FY10-11 in the amount of \$224,547. No additional funds required.

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

Nov-23-2010-1097

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide Medicaid Waiver case management services for FY10-11 in the amount of \$801,374. No additional funds required.

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

Nov-23-2010-1098

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide the use of eight (8) vehicles for the delivery of meals to the homebound for FY10-11. No additional funds required.

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

Nov-23-2010-1099

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide medicaid services (homemaker, personal care, respite, skilled nursing, etc.) to medicaid recipients for FY10-11 in the amount of \$3,315,988.86. No additional funds required.

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

Nov-23-2010-1100

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide two qualified Ombudsman to participate as liaison in the nursing home, domiciliary and boarding homes for FY10-11 in the amount of \$115,222. No additional funds required.

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

Nov-23-2010-1101

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Oxford Home Care, Inc. to provide homemaker and personal care services for FY10-11 in the amount of \$44,168. No additional funds required.

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

Nov-23-2010-1102

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Addus Health Care, Inc. to provide homemaker and personal care services for FY10-11 in the amount of \$41,934. No additional funds required.

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

Nov-23-2010-1103

BE IT RESOLVED by the Jefferson County Commission that effective November 10, 2010, the annual salaries for the current Jefferson County Commission Appointed Positions are as follows:

District 1

Appointed Administrative Assistant - County Commission (classification #094628) be set at \$73,000.00.

Appointed Confidential Secretary - County Commission (classification #094601) be set at \$66,000.00.

Appointed Administrative Secretary - County Commission (classification #094602) be set at \$56,000.00.

District 2

Appointed Administrative Assistant - County Commission (classification #094628) be set at \$72,000.00.

Appointed Confidential Secretary - County Commission (classification #094601) be set at \$69,500.00.

Appointed Administrative Secretary - County Commission (classification #094602) be set at \$38,500.00.

District 3

Appointed Administrative Assistant - County Commission (classification #094628) be set at \$76,000.00.

Appointed Confidential Secretary - County Commission (classification #094601) be set at \$55,000.00.

Appointed Administrative Secretary - County Commission (classification #094602) be set at \$42,000.00.

District 4

Appointed Administrative Assistant - County Commission (classification #094628) be set at \$54,736.80.

Appointed Confidential Secretary - County Commission (classification #094601) be set at \$55,392.80.

Appointed Administrative Secretary - County Commission (classification #094602) be set at \$55,080.80.

District 5

Appointed Administrative Assistant - County Commission (classification #094628) be set at \$76,000.00.

Appointed Confidential Secretary - County Commission (classification #094601) be set at \$56,000.00.

Appointed Administrative Secretary - County Commission (classification #094602) be set at \$40,000.00.

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

Nov-23-2010-1104

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a moratorium is hereby declared and ordered on the filling of budgeted job vacancies in Jefferson County in accordance with and subject to the following conditions:

1. The 2006 Partial Moratorium recorded at Minute Book 152, Pages 303 - 304 is repealed.
2. Excepted from this Order are:
 - i) Those budgeted job situations where the pre-employment process has been fully completed and an offer of employment has been communicated to the applicant and has been legally accepted by the applicant. The Human Resources Department shall identify those situations in consultation with the County Attorney.
 - ii) Those budgeted job situations where the filling of the job vacancy is CRITICAL. As used herein, "CRITICAL" shall mean that if the vacancy is not filled a crisis will result that will cause a substantial economic loss or cost to the County that substantially exceeds the cost of filling the vacancy. The following procedure shall be required to establish the exception:
 - (a) The Department Head or elected official with the approval of the Appointing Authority shall submit to the Human Resources Department a written statement regarding the specific job situation with
 - (i) A complete job description;
 - (ii) The complete annual cost, salary and benefits of the job;
 - (iii) An explanation of the crisis that will result if the job is not filled and the estimated cost to the County thereof;and
 - (iv) A detailed needs justification based on operating metrics of the entire department explaining why the position should not be eliminated, combined or outsourced.
 - (b) Human Resources shall verify the matters set out in the statement and provide comments to the County Commission.
 - (c) The County Commission shall approve or disapprove the requested exception.

3. This order shall continue in effect until repealed.

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

Nov-23-2010-1105

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama, and John Guthrie, Jr., dated January 19, 2010, is hereby terminated thirty (30) days from the date of approval of this resolution.

BE IT FURTHER RESOLVED that the President shall provide the thirty (30) day notification to Mr. Guthrie in accordance with paragraph number 2 of said contract.

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

Nov-23-2010-1106

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Nell Hunter, Board of Registrars to waive the ninety-day requirement for sick leave conversion, be and hereby is approved.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept a grant from the Alabama Department of Youth Services in the amount of \$500,000. These funds shall be used for non-residential, community based interventions for Jefferson County youth who would otherwise be committed to the Department of Youth Services.

ALABAMA DEPARTMENT OF YOUTH SERVICES

AGENCY GRANT AGREEMENT

Fiscal Year 2010 - 2011

The Alabama Department of Youth Services hereby awards to

Jefferson County Commission

(Hereinafter called Recipient)

the amount of \$500,000.00 (Five-Hundred Thousand Dollars).

These funds shall be used to fund non-residential services for Jefferson County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that Jefferson County commitments to DYS (including HIT commitments) will be significantly reduced, barring a significant increase in juvenile crime.

The Jefferson County Family Court ("JCFC") and DYS acknowledge that they have reviewed recent data concerning DYS commitments by JCFC. JCFC and DYS have also reviewed recent data concerning CHINS and delinquency referrals to JCFC.

Any program(s) that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program;
- Be developed by or in collaboration with the Jefferson County Family Court;
- Maintain accurate and thorough data concerning children served by the program;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Produce an annual report that includes the following information, at a minimum:
 1. A narrative description of each program funded by the grant;
 2. Information about children served by the program, including race, gender and age; and
 3. A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.

Each such annual report shall be made available to the Alabama Department of Youth Services.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Program data must be input and updated regularly in the DYS Grantee Information Management System (GIMS). Periodic program reports may also be requested by DYS on an "as needed" basis.

At least 75% of grant monies shall be used for operating costs, but funding may also be used for research, development, and/or evaluation. DYS shall not unreasonably restrict the use of said funds provided the same are used for the purpose(s) specified herein.

Both JCFC and DYS acknowledge that this Award may be terminated at will by JCFC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in quarterly installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable.

Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

ALABAMA DEPARTMENT OF YOUTH SERVICES

J. Walter Wood, Jr.

Executive Director

Legal Review

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of, 2010.

W. D. Carrington, President

for: Jefferson County Commission

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

Nov-23-2010-1108

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Oscar Fuel, Inc., applicant; Parvez Mulji, President/Owner; d/b/a Oak Grove Quick Mart located at 9101 Lock 17 Road, Adger, AL 35006 for an off-premise retail beer and table wine license, be and hereby is approved.

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

Nov-23-2010- 1109

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

- (a) 2010 Homeland Security Citizen Corp/Community Emergency Response Team Grant - \$27,000
- (b) 2010 Homeland Security Law Enforcement Grant - \$30,000
- (c) 2010 Homeland Security Mutual Aid (SMA) Grant - \$103,792
- (d) 2010 Homeland Security - Homeland Security Grant (HSG) - \$289,251
- (e) 2010 Homeland Security Metropolitan Medical Response System (MMMR) Grant - \$317,419

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

Nov-23-2010-1110

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized to issue poll worker checks, canvassing board checks, and poll site rental checks for the November 2, 2010, General Election.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers; the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

Nov-23-2010-1111

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute an agreement with Blackbaud, Inc. to provide software maintenance services to the Department of Revenue for a period of one year at a cost of \$7,202.50 with an option by the County to renew for a period of up to two additional one year terms.

Contract ID:CON-00001794

PROFESSIONAL SERVICES AND SUPPORT CONTRACT

THIS AGREEMENT entered into this September 14, 2010 by and between Jefferson County Alabama d/b/a Revenue Department Division hereinafter called "the County", and BLACKBAUD called "the Contractor". The effective date of this agreement shall be July 1, 2010.

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

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services and support hereinafter set forth. The terms of Blackbaud's License Agreement and maintenance Agreement attached hereto are hereby made a part of this agreement.
2. **SCOPE OF SERVICES:** This contract results from Revenue Department of Jefferson County's request for Fun Accounting Solutions maintenance and support renewal. The contracts describe the scope of services called for and invoice #90215480, Standard Blackbaud Terms and conditions for software maintenance and support AND Blackbaud Software License Agreement description from BLACKBAUD constitutes essential components of this Contract and is adopted herein by reference. This contract documents constitute the entire agreement between the parties. The Scope of Services is as follows:

DESCRIPTION	Quantity	Amount
Fund Accounting Solutions Maintenance Plan: Standard Service period: 7/1/01/2010 - 06/30/2011 to include the following:		
Fundware Accts Payable w/PO-Ent Level 1	1 each	
Fundware Cash Receipts Only-Ent Level 1	1 each	
Fundware General Ledger - Ent Level 1	1 each	
Fundware Concurrent Users	10 each	
Fundware Import Exert for 7.x	1 each	
Fundware Twenty Pines Adv Printer Control	1 each	
Fundware Twenty Pines EFT	1 each	
Fundware F9	1 each	
Fundware Twenty Pines Chk Notify (Positive)	1 each	
	Total Cost	\$ 7,202.50

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The Contractor shall be available to render professional services to the Revenue Department at any time after the effective date of this Contract. The Contract term expires on June 30, 2011, with the option to renew for a period of up to two (2) additional one (1) year terms.
4. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama.
5. **COMPENSATION:** The Contractor shall be compensated for the annual hosting and support a sum of \$7,202.50; payment terms are Net 30.
6. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
7. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
8. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
9. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
10. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
11. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing

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

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

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

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

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

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

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

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

WITNESSES: BLACKBAU INC
_____, VP & General Counsel

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

Nov-23-2010-1112

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Anne-Marie Adams, Circuit Clerk-Birmingham for serving as Absentee Elections Manager, for the General Election held on November 2, 2010, in the amount of \$9,200 (46 days @ \$200 per day), be and hereby is approved.

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

Nov-23-2010-1113

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 Lawson Software Americas, Inc. to provide annual maintenance and support of the Lawson software in the amount of \$117,237.89. No additional funds required.

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

Nov-23-2010-1114

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 Government Jobs. Com, Inc., d/b/a NEOGOV to provide annual maintenance, support and upgrades to Sigma software in the amount of \$15,725. No additional funds required.

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

Nov-23-2010-1115

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of State Farm Insurance Co., on behalf of their subrogee, Miss Sarah Serviss be denied.

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

Nov-23-2010-1116

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of State Farm Insurance Co., on behalf of their subrogee, Larry and Brenda Anderson in the amount of \$6,406.28.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to State Farm Insurance Co., on behalf of their subrogee, Larry and Brenda Anderson in the amount of \$6,406.28 and forward it to the County Attorney of disbursement.

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

Nov-23-2010-1117

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Ronald Pritchett in the amount of Twenty Thousand Nine Hundred Sixty and 39/100 (\$20,960.39) Dollars.

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

Nov-23-2010-1118

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Attorney Anthony Piazza on behalf of clients, Tywana Hambright and Doyle Watkins be denied.

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

Nov-23-2010-1119

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

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

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

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

Nov-23-2010-1120

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

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

W I T N E S S E T H:

WHEREAS, the County recognizes that children are valuable resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate 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, 2011.
2. The County shall pay to the Contractee a lump sum payment of \$608.74 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds toward an electronic sign at Pinson High School.

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

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

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

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

7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

Nov-23-2010-1121

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and R.E.S.P.E.C.T. Organization. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and R.E.S.P.E.C.T. Organization (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes services aimed at helping boys and girls handle contemporary problems and reach their potential as young adults productive in society, as well as providing educational opportunities, as resources of the County; and

WHEREAS, the Contractee will 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 of this contract and end September 30, 2011.
2. The County shall pay to the Contractee a lump sum payment of \$4,615.00 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the R.E.S.P.E.C.T. Organization's 2011 Back-to-School Rally.

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

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

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

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

7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

R.E.S.P.E.C.T. Organization

Stephen Green, Founder

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

Nov-23-2010-1122

WHEREAS, the U.S. Department of Energy (DOE) has awarded Jefferson County \$3,520,200.00 in Energy Efficiency and Conservation Block Grant (EECBG) funds under the terms of a Grant Agreement (DE-EE0000830) originally dated and approved on June 16, 2009 said program being funded under the American Recovery and Reinvestment Act of 2009; and

WHEREAS, bids for the certain approved Activities were lower that originally budgeted; and

WHEREAS, Jefferson County wishes to request approval from DOE to reduce the budget for certain Activities and use those available funds to add Activities in the amount of \$798,783.00 that will benefit the County;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to sign and submit to the DOE the Application for Federal Assistance Standard Form 424 and Amendment #1 to the Grant Agreement DE-EE0000830 originally dated and approved on June 16, 2009. No additional funding is required.

AMENDMENT TO GRANT AGREEMENT

JEFFERSON COUNTY, ALABAMA/ UNITED STATES DEPARTMENT OF ENERGY

This is an Amendment to the Contract by and Between Jefferson County, Alabama through its Office of Community and Economic Development, hereinafter called "the County" and the United States Department of Energy, hereinafter call "DOE" to amendment the original Activities and Budget Sections of the grant agreement approved by a Commission Resolution on June 16, 2009. The effective date of this Amendment will be _____, 20

WITNESSETH:

WHEREAS, the County desires to take advantage of lower than anticipated bids received on Activities found in the original Grant Application/agreement by revising the budget of the original Activities thus making available funds for new Activities.

WHEREAS, for the reasons noted above, the County desires to revise funding for those Activities as noted below:

Activity #	Activity <u>Name</u>	Total <u>Per Activity</u>
1	CD-Hickory Ridge	200,837.00
2	R&T Signals	289,392.00
3	GS-2121 Building	270,591.00
4	GS-Cooper Green - Chiller	720,650.00
5	GS- Bham Courthouse - Retrofit existing 600 ton chiller	220,167.00
6	GS-Family Court	115,667.00

7	GS- Cooper Green - Chiller/Boiler	619,467.00
8	GS-Jail	117,865.00
9	Administration	166,781.00

WHEREAS, the savings from the above activities will enable Jefferson County to request permission from the Department of Energy Approval to fund the following Activities:

10	GS-Courthouse Parking Decks Lighting Replacement	236,500
11	GS-Replace Jury Assembly Room Boilers	120,783.00
12	GS-Replace Courthouse Chiller - CH-1 Starter with VSD	211,200.00
13	GS - Replace Youth Detention Center Lighting	45,100.00
14	GS - Retrofit lighting ballast & bulbs in Bessemer Courthouse Annex Parking Deck	35,200.00
15	CD - Phase 11 of Hickory Ridge Rental Housing for the Elderly	150,000
	Total Activities 1-15	3,520,200.00

WHEREAS, the County desires to amend the grant application/Agreement to reflect those revisions noted above; and

WHEREAS, DOE will receive and review the proposed amendment to the Grant Application/Agreement; and

WHEREAS, DOE requires the submission of the Application for Federal Assistance Standard Form 424;

NOW, THEREFORE, in consideration of the above, County will submit to DOE Amendment #1 to the Energy Efficiency and Conservation Block Grant Agreement (DEEE0000830) originally dated and approved on June 16, 2009. The purpose of Amendment #1 is to revise the Budget and add Activities as specified above. The Commission President is hereby authorized to sign the Application for Federal Assistance Standard Form 424. The effective date of Amendment #1 shall be upon approval and signature by DOE.

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

JEFFERSON COUNTY, ALABAMA

W. David Carrington, President

Jefferson County Commission

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, December 14, 2010, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk