

STATE OF ALABAMA)

JEFFERSON COUNTY) September 13, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:05 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 Brown seconded by Commissioner Knight that the Minutes of August 23, 2011, be approved. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

The Commission met in Work Session on September 6, 2011, and approved the following items to be placed on the September 13, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 21, excluding Item # 16 which was tabled.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 8.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 9, excluding Item #'s 2, 3-A and 7 which were tabled.
- Commissioner Stephens, Finance & Information Technology Committee Items A through O.

Commissioner Bowman introduced Mark Pollock with National Financial Partners who gave a presentation regarding establishing a healthcare authority to include Cooper Green Mercy Hospital, Jefferson Rehabilitation & Health Center and the Central Laundry. A resolution to establish the healthcare authority was tabled until the next Committee Meeting to be held on September 20, 2011.

Commissioner Carrington stated that Tony Petelos, Mayor of the City of Hoover has accepted an invitation to interview for the County Manager position and that the interview would be held at 10:00 a.m. on Wednesday, September 7, 2011, meeting of the Administrative Services Committee

Sep-13-2011-689

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on August 30, 2011 at 2:02 p.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Knight and seconded by Commissioner Stephens, voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Aug-30-2011-680-SP-MTG

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

Cooperative Agreement with Alabama Emergency Management Agency to receive federal funding increase for the Fiscal Year 2010 Emergency Management Performance Grant in the amount of \$11,753. This funding is being awarded to Jefferson County in support of our local emergency management director obtaining and/or verifying his certification for Fiscal Year 2010.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following health insurance plan design changes will be implemented for the active and retiree plans during plan year 2011-2012.

ACTIVE PLAN

Non-Grandfathered Preventive Costs	\$494, 278
Office Visit Copays	(\$215,303)
Emergency Room Facility Charges	(\$63, 303)
Deductible & 80% Coinsurance - Other	
Covered with few annual limits	(\$1,863,018)
Prescription Option 3	(\$2,300,000)
TOTAL	(\$3,947,346)

RETIREE PLAN

Non-Grandfathered Preventive Costs	\$102,317	
Office Visit Copays	(\$37,276)	
Emergency Room Facility Charges	(\$10,960)	
Deductible & 80% Coinsurance - Other		
Covered with few annual limits	(\$322,551)	
Prescription Option 3		Savings included above with active plan
TOTAL	(\$268,470)	

The total County savings to the plan due to the recommended plan design changes is \$4,215,816.

- Non-Grandfathered Preventive Costs - The Affordable Care Act allows employers to, among other things, raise premiums to reasonably keep pace with health care costs; make some changes in the benefits that they offer; increase deductibles and other out-of-pocket costs within limits; and continue to enroll new employees and new family members. Plans will lose their grandfathered status if they choose to make significant changes that reduce benefits or increase costs to consumers/employees. If a plan loses its grandfathered status, then consumers/employees in these plans will gain additional new benefits such as coverage of recommended prevention services with no cost sharing. If the County implements the changes outlined above, it will lose its grandfathered status. This means the County will pay more of the cost for certain benefits in the current plan. The increased cost is \$494,278 for our Active Plan and \$102,317 for our Retiree Plan.
- Office Visit Co-pays - Active Plan: Employee currently pays \$20.00; proposed change, employee will pay \$25.00. Retiree Plan: Same as Active
- Emergency Room Facility Charges - Active Plan: Employee currently pays \$100 per visit; proposed change, employee will pay \$150.00; waived if admitted. Retiree Plan: Same as Active
- Deductible & 80% Co-insurance - Other Covered with few annual limits - Active Plan: Employee currently pays \$20.00; after which the County pays 100%; few limits; proposed change, employee pays 20% of claims after \$200 calendar year deductible with annual limits (max. amt. County will pay); per person. Annual limits are: chiropractic \$500 per year; allergy testing & treatment \$500 per year; Durable Medical Equipment (DME) no annual limit; occupational therapy, physical therapy, speech therapy - 20 visits each person per year; skilled nursing facility no annual limit; temporomandibular joint services (TMJ) \$500. Retiree Plan: Same as Active
- Prescription Option 3 - Active Plan: Employee currently pays \$5.00 for Generic, \$20.00 for Preferred Brand, \$45.00 for Non-Preferred Brand. Proposed change, employee pays \$5.00 for Generic, \$40.00 for Preferred and \$90.00 for Non-Preferred. Retiree Plan: Same as Active

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with The Guardian Life Insurance Company of America to provide voluntary group dental insurance coverage to participating employees of Jefferson County. Said Contract is for one year from October 1, 2011 to September 30, 2012. Rates are as follow:

Dental	FY 2011-2012
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Employee Only	\$19.63
Employee + 1	\$38.28
Employee + 2 (Family)	\$55.42

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

Aug-30-2011-683-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with Humana Specialty Benefits, owned by Humana, Inc., to provide voluntary group vision insurance (CompBenefits) coverage to participating employees of Jefferson County. Said Contract is for one year from October 1, 2011 to September 30, 2012 with the option by the County to renew the contract for two additional one-year periods at the same rates of:

Vision	FY 2011-2012
Employee Only	\$ 6.14
Single + 1	\$12.28
Family	\$18.06

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

Aug-30-2011-684-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with Dearborn Life to provide County-paid Basic Life insurance coverage of \$50,000 and Employee-paid Supplemental Life to full-time employees of Jefferson County. Said Contract is for one year from October 1, 2011 to September 30, 2012.

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

Aug-30-2011-685-SP-MTG

WHEREAS, The Jefferson County Commission (the "Commission" previously exercised its discretionary authority to establish the Jefferson County Active Employee Group Health Care Plan (the "Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible Jefferson County employees and their eligible family members; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet" that sets out effective Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary Of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Health Benefits; (6) Coordination Of Benefits (COB); (7) Subrogation; (8) Claims And Appeals; (9) General Information; (10) Customer Service; (11) Health Benefit Exclusions; and (12) Definitions; and

WHEREAS, the Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year"); and

WHEREAS, the Commission desires to acknowledge employee contributions and dedicated service by continuing the Plan for the October 1, 2011 through September 30, 2012 Plan Year.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that the Plan shall continue in effect for the October 1, 2011 through September 30, 2012 Plan Year, with the Plan Booklet and this Resolution (including, without limitation, the immediately following Paragraphs 1-4 hereof) to constitute the operative terms and provisions of the Plan:

1. Employee Contributions. Plan participant contributions by employees for single and family Plan coverage shall be determined on a monthly basis for the October 1, 2011 through September 30, 2012 Plan Year by the Director of the Human Resources Department of Jefferson County (the "Director") on the following basis:

Single Coverage for 10/01/11 - - 09/30/12: \$117.92 per month

Family Coverage for 10/01/11 - - 09/30/12: \$341.01 per month

2. Current Mailing Address. Covered employees shall be responsible for at ai times maintaining on file with the Director their

own current mailing address and the current mailing address of each of their covered dependents(s).

3. Administrative Services. Blue Cross and Blue Shield of Alabama shall continue to provide Plan administrative services for the October 1, 2011 through September 30, 2012 Plan Year.

4. Effective Date. Following its enactment by the Commission, this Resolution shall be effective as of October 1, 2011; provided however, that this Resolution is limited to authorizing the Plan to continue only for the October 1, 2011 through September 30, 2012 Plan Year; therefore, further Commission action shall be required to continue the Plan in effect beyond September 30, 2012.

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

Aug-30-2011-686-SP-MTG

WHEREAS, The Jefferson County Commission (the "Commission's previously exercised its discretionary authority to establish the Jefferson County Retiree Group Health Care Plan (the "Retiree Health Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible retirees and their eligible family members; and

WHEREAS, the Retiree Health Plan provides group health insurance coverage to certain eligible individuals prior to age 65 who are vested and thus entitled to receive, either currently or in the future, a monthly benefit under the rules and regulations of The General Retirement System for Employees of Jefferson County (a "Pension") and to eligible dependents of such individuals; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Retiree Health Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Lifetime Maximum; (6) Health Benefits; (7) Coordination of Benefits (COB); (8) Subrogation; (9) Claims and Appeals; (10) General Information; (11) Customer Service; (12) Health Benefit Exclusions; and (13) Definitions; and

WHEREAS, the Retiree Health Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year") and is a discretionary program that may be terminated or amended by the Commission; and

WHEREAS, the Commission desires to acknowledge employee contributions and years of dedicated service by continuing the Retiree Health Plan for the October 1, 2011 through September 30, 2012 Plan Year; provided, however, that the Commission shall retain authority to terminate or amend the Retiree Health Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that this Resolution and those Plan Booklet terms and provisions that are consistent with this Resolution shall constitute the operative terms and provisions of the Retiree Health Plan, and the Retiree Health Plan shall be administered in accordance with such operative terms and provisions, including the following Paragraphs 1-10 of the Resolution:

1. Eligible Retiree Coverage. Subject to the operative terms and provisions of the Retiree Health Plan, an individual who (i) has not reached age sixty five (65), (ii) is vested and thus entitled to receive, either currently or in the future, a pension benefit, and (iii) is covered by the Jefferson County active employee group health insurance plan for hospital, physician, major medical, and prescription drug benefits immediately before the date the Pension becomes payable or, for an employee who is involuntarily retired, is covered by the Jefferson County active employee group health insurance plan as of the employee's date of separation from employment (an "Eligible Retiree" will, following his or her timely completion of any enrollment or application forms required by the Director of the Human Resources Department of Jefferson County (the "Director", be eligible to begin Retiree Health Plan coverage as of the date the Pension becomes payable. Regardless of any other operative terms and provisions of the Retiree Health Plan, an Eligible Retiree shall not be eligible for late enrollment in the Retiree Health Plan; accordingly, an Eligible Retiree must enroll in the Retiree Health Plan as of his or her earliest date of coverage eligibility. The Retiree Health Plan coverage of an Eligible Retiree shall terminate in accordance with the applicable terms and provisions of the Plan Booklet and/or due to non-payment of required participant contributions.

2. Eligible Dependent Coverage. Subject to the operative terms and provisions of the Retiree Health Plan, an Eligible Retiree who is himself of herself eligible for Retiree Health Plan coverage may enroll each eligible dependent of his or hers as defined by the Plan Booklet (an "Eligible Dependent") in Retiree Health Plan coverage by timely completing any enrollment or application forms required by the Director; provided, however, that an Eligible Dependent will be ineligible for Retiree Health Plan enrollment if he or she has reached age sixty-five. Regardless of any other operative terms and provisions of the Retiree Health Plan, an Eligible Dependent shall not be eligible for late enrollment in the Retiree Health Plan; accordingly, an Eligible Dependent must be enrolled in the Retiree Health Plan as of his or her earliest date of coverage eligibility. The Retiree Health Plan coverage of an Eligible Dependent shall terminate in accordance with the applicable terms and provisions of the Plan Booklet (without regard to whether the Retiree Health Plan coverage of his or her related Eligible Retiree has terminated) and/or due to non-payment of required participant contributions.

3. Eligible Retiree's Medicare Eligibility. Regardless of any operative terms or provisions of the Retiree Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she is eligible to receive a Pension shall be ineligible for Retiree Health Plan enrollment as an Eligible Retiree (but such individual shall be treated as an Eligible Employee solely for the purposes of the Retiree Health Plan enrollment of Eligible Dependents), and (ii) an Eligible Retiree's Retiree Health Plan coverage shall terminate if he or she becomes eligible for Medicare enrollment (but the coverage of his or her Eligible Dependents may continue in accordance with the following Paragraphs 4 and 6 of this Resolution). Prior to and as a condition of enrollment as an Eligible Retiree in the Retiree Health Plan, an individual who is eligible to receive a Pension due to a disability (a "Disability Pensioner") shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare.

Following the Retiree Health Plan enrollment of a Disability Pensioner as an Eligible Employee, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days or his or her receipt of notice of such eligibility date and (b) provide such information and documentation as is requested once during a Plan Year by the Director in writing regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Disability Pensioner's current mailing address on file with the Director will result in termination of the Disability Pensioner's Retiree Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Disability Pensioner is eligible for Retiree Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Retiree Health Plan coverage as an Eligible Retiree.

4. Eligible Dependent's Medicare Eligibility. Regardless of any operative terms or provisions of the Retiree Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she otherwise would be eligible for Retiree Health Plan enrollment as an Eligible Dependent shall be ineligible for Retiree Health Plan enrollment, and (ii) the Retiree Health Plan coverage of an Eligible Dependent shall terminate if he or she becomes eligible for Medicare enrollment. Prior to and as a condition of enrollment as an Eligible Dependent in the Retiree Health Plan, an individual shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following the Retiree Health Plan enrollment of an Eligible Dependent, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date and (b) respond to each Medicare Information Request. Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Eligible Dependent's current mailing address on file with the Director will result in termination of the Eligible Dependent's Retiree Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Eligible Dependent is eligible for Retiree Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Retiree Health Plan coverage as an Eligible Dependent.

5. Act 03-343. The Commission's Resolution No. 2006-683, Minute Book 151, Pages 214-216, which was enacted on June 7, 2006 ("Resolution 2006-683"), made changes to the coverage eligibility rules of the Retiree Health Plan that shall remain in effect for the October 1, 2011 - September 30, 2012 Plan Year. Regardless of any operative terms or provisions of the Retiree Health Plan to the contrary, no individual may enroll (or be enrolled) under Paragraph 1 or 2 above, if he or she is an "Electing Individual" as defined by Resolution 2006-683 and/or has otherwise elected to become such an Electing Individual by submitting an application to The General Retirement System for Employees of Jefferson County to convert Unpaid Service to Paid Service pursuant to Act -03-343.

6. Participant Contributions and Current Mailing Addresses. Retiree Health Plan participant contribution levels shall be determined on a monthly basis for the October 1, 2011 - September 30, 2012 Plan Year by the Director per the rate table attached to this Resolution (the "Rate Table") and be based upon an Eligible Retiree's age as of the date that Retiree Health Plan coverage first becomes effective and the Eligible Retiree's years of service with Jefferson County. To the extent the Rate Table does not specify a participant contribution level for an Eligible Employee's age and/or years of service, the Director shall determine a participant contribution level for the Eligible Employee based upon the same formula(s) that were used to set the contribution levels in the Rate Table. The participant contribution level for a Disability Pensioner and his or her Eligible Dependents shall be determined under the Rate Table based upon 30 years of service and an Eligible Employee age of 64 years (the "Disability Rate". When a Medicare-eligible individual is treated as an Eligible Employee under the preceding Paragraph 3 of this Resolution solely for the purposes of Retiree Health Plan enrollment of Eligible Dependents, (i) the Disability Rate shall apply, (ii) the single coverage amount shall apply when one Eligible Dependent is covered, and (iii) the family coverage amount shall apply when more than one Eligible Dependent is covered. When the Retiree Health Plan coverage of a Disability Pensioner terminates due to Medicare eligibility and one or more of his or her Eligible Dependents) continue(s) to be covered, (a) the Disability Rate shall apply, (b) the single coverage amount shall apply when one Eligible Dependent is covered, and (c) the family coverage amount shall apply when more than one Eligible Dependent is covered. All participant contributions shall be due on a monthly basis and paid in accordance with procedures implemented by the Director. Eligible Retirees (including Disability Pensioners) and Eligible Dependents shall be responsible for maintaining their current mailing address on file with the Director at all times.

7. 2011-2012 Plan Year. The Retiree Health Plan will continue to be maintained on an October 1 through September 30 Plan Year for the October 1, 2011 through September 30, 2012 Plan Year as a discretionary program that may be terminated or amended by the Commission. This Resolution is limited to authorizing the Retiree Health Plan to continue only for the October 1, 2011 through September 30, 2012 Plan Year; therefore, further Commission action shall be required to continue the Retiree Health Plan in effect beyond September 30, 2012.

8. COBRA Coverage. Following the termination of the Retiree Health Plan coverage of an Eligible Retiree or an Eligible Dependent, such Eligible Retiree or Eligible Dependent shall not thereafter be eligible to re-enroll for Retiree Health Plan coverage but may exercise any Retiree Health Plan coverage continuation rights that he or she has under COBRA.

9. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable term(s) or provision(s) shall be treated as though they have been omitted.

10. Effective Date. Following its enactment by the Commission, this Resolution shall be effective as of October 1, 2011.

JEFFERSON COUNTY RETIREE HEALTH OPTIONS

10/1/2011 through 9/30/2012

RETIREE COSTS PER MONTH

Retiree Cost Per Month with 30+ Service	AGE AT RETIREMENT 60-64		AGE AT RETIREMENT 55-59		AGE AT RETIREMENT 50-54		AGE AT RETIREMENT 45-49	
	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY
Blue Cross Blue Shield	\$ 117.93	\$ 341.01	\$ 117.93	\$ 341.01	\$ 117.93	\$ 341.01	\$ 383.25	\$ 1,108.28
25-29 Years Blue Cross Blue Shield	\$ 207.54	\$ 647.92	\$ 273.58	\$ 826.95	\$ 339.62	\$ 1,005.98	\$ 405.65	\$ 1,185.01
20-24 Years Blue Cross Blue Shield	\$ 286.79	\$ 862.76	\$ 333.01	\$ 988.08	\$ 379.24	\$ 1,113.40	\$ 425.46	\$ 1,238.72
15-19 Years Blue Cross Blue Shield	\$ 342.26	\$ 1,013.14	\$ 374.61	\$ 1,100.87	\$ 406.97	\$ 1,188.59	\$ 439.33	\$ 1,276.32
10-14 Years Blue Cross Blue Shield	\$ 381.09	\$ 1,118.41	\$ 403.74	\$ 1,179.82	\$ 426.39	\$ 1,241.23	\$ 449.04	\$ 1,302.63
	AGE AT RETIREMENT 40-44							
Retiree Cost Per Month with 30+ Service	SINGLE	FAMILY						
Blue Cross Blue Shield	\$ 400.94	\$ 1,159.43						
25-29 Years Blue Cross Blue Shield	\$ 418.86	\$ 1,220.82						
20-24 Years Blue Cross Blue Shield	\$ 434.71	\$ 1,263.78						
15-19 Years Blue Cross Blue Shield	\$ 445.80	\$ 1,293.86						
10-14 Years Blue Cross Blue Shield	\$ 453.57	\$ 1,314.91						

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

Aug-30-2011-687-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to change the current payroll deductions for employee contributions to the Medical Reimbursement, Dependent Care, and Outside Medical Premiums flexible benefits spending accounts from the second pay period each month, to both the first and second, bi-weekly and semi-monthly pay periods each month. Said change will be effective October 1, 2011.

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

Aug-30-2011-688-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement by and between Jefferson County, Alabama through the Office of Senior Citizens Services (OSCS) (hereinafter referred to as "the County") and Birmingham Regional Para Transit Consortium (d/b/a/ Clastran).

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Senior Citizens Services (OSCS) (hereinafter referred to as "the County") and Birmingham Regional Para Transit Consortium (d/b/a/ Clastran)(hereinafter referred to as "Clastran"). The effective date of this agreement shall be August 29, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, Clastran wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on November 23, 2010 at M.B. 161, Pgs. 28-30, amended by the parties on July 12, 2011, at M.B. 162, Pgs. 40, is hereby amended as follows:

Clastran consents to continue providing transportation to the Senior Centers in accordance with the contracts authorized by the parties on November 23, 2010 and Amended on July 12, 2011 through the end of the contract period on September 30, 2011, with the following modifications:

Clastran will not provide transportation on four (4) days August 31, September 2, 6, 14, 2011 to the Clay, Hoopersville, New Hope-South, St. Joseph and Hoover Senior Centers.

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CLASTRAN:

_____, Executive Director

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

No bids were received for the Brookside Water Line Project:

PRESENTATION OF PROCLAMATION

WHEREAS, "Family Day" is a national initiative to remind parents that what your kids really want at the dinner table is YOU; and

WHEREAS, The National Family Day movement informs parents that the engagement fostered during frequent family dinners is an effective tool to help keep America's kids substance free; and

WHEREAS, The use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children, however frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse; and

WHEREAS, The celebration of Family Day is important to the community because it is a chance to stand in unity with other families who share in the challenges and successes that come with family life; and

WHEREAS, The Family Day initiative wants parents to commit to becoming a Family Day Star by: spending time with your kids having dinner together, talking to them about their friends interest and dangers of drugs and alcohol, answer their questions and listen to what they have to say, recognize that you have the power to keep your kids substance free.

NOW THEREFORE, UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN BE IT PROCLAIMED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that September 26, 2011 be set aside as "Family Day"- A Day to Eat Dinner with your Children.

Signed by the Jefferson County Commission on this, the 26th day of September, 2011.

W.D. Carrington, President
Sandra Little Brown, President Pro Tempore
George Bowman, Commissioner
T. Joe Knight, Commissioner
James A. Stephens, Commissioner

A Public Hearing was held to receive comments of the following requests for vacations of property:

- (a) Martintown Raimund & Elra Height Civic League request to vacate two alleys in the survey of Elre Heights Subdivision of Mrs. T. A. McAdory & Heirs
- (b) Warwick Development Company & Jack's Family Restaurant request to vacate a portion of dedicated roadway and utility easement at the intersection of Grayson Valley Parkway and Chalkville Mountain Road

There being no comments, the Commission took the following actions.

Sep-13-2011-690

WHEREAS, Martintown Raimund and Elra Height Civic League and Alice C. Pippens and Myrna Nelson are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

Elre Heights Subdivision alley vacation

Two 15 foot wide alleys dedicated by the survey of Elre Heights Subdivision of Mrs T.A. McAdory and Heirs as recorded in Map Book 2 Page 27 in the Bessemer Probate Office of Jefferson County, Alabama and being more particularly described as follows:

A 15 foot wide alley running from the easterly right-of-way of Avenue A to the southeast corner of Lot 8 Block 1 of said subdivision and being abutted on the northerly side by Lots 8 thru 13, Block 1 and being abutted on the southerly side by Lots 14 thru 19, Block 1, of said subdivision

Also a 15 foot wide alley running from the southerly right-of-way of Merritt Street to the southeast corner of Lot 19 Block 1 of said subdivision and being abutted on the westerly side by Lots 8 and 19, Block 1 and being abutted on the easterly side by Lots 7 and 20, Block 1 of said subdivision.

All of said right-of-way to be vacated lies in the SW ¼ of the NE ¼ of Section 21, Township 19 South, Range 4 West, Jefferson County, Alabama.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Martintown Raimund and Elra Height Civic League and Alice C. Pippens and Myrna Nelson tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check for \$100 has been received for administrative fees.

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

Sep-13-2011-691

WHEREAS, Warwick Development Company, Inc and Jacks's Family Restaurants, Inc. are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

Grayson Valley Parkway aka Creely Drive Roadway and Utility Easement Vacation

Part of the Northeast ¼ of the Northwest ¼ of Section 15, Township 16 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Northwest Quarter (NW ¼) of Section 15, Township 16 South, Range 1 West, Jefferson County, Alabama; thence westerly along the North line of said quarter section as stated in the Chalkville-Trussville (Road #327) to Jefferson County, Alabama, recorded in Deed Book 3883, Page 198, in the Office of the Judge of Probate, Jefferson County, Alabama, on a bearing of South 89°44'28" West a distance of 1209.02 feet; thence deflect left 135°44'07" and run on a bearing of South 45°59'39" East a distance

of 395 feet more or less, and to the beginning of the centerline of said Chalkville-Trussville Road (a.k.a. Chalkville Mountain Road); thence South 45°59'39" East along the centerline of said Chalkville Mountain Road a distance of 49.90 feet to the Point of Curvature of centerline Station 26+24.24 as shown on the Jefferson County Alabama Public Works Department Chalkville Mountain Road Plan VF3-14-2-18, Page 5 of 130; thence with a 6 degree curve turning to the right and along the centerline of said Chalkville Mountain Road with an arc length of 146.69 feet, a radius of 954.93 feet, a chord bearing of South 41°35'36" East, and a chord length of 146.55 feet to Station 27+70.93; thence leaving the centerline of said Chalkville Mountain Road South 52°48'27" West a distance of 60 feet to South right-of-way margin of said Chalkville Mountain Road and the Point of Beginning the vacation of the herein described Roadway and Utility Easement; said point being on the South boundary of the Roadway and Utility Easement as shown on the plat of Creely Drive Road Dedication, as recorded in Map Book 179, Page 77, in the Office of the Judge of Probate, Jefferson County, Alabama, and on a curve turning to the left, having a radius of 90.00 feet, a chord bearing of South 81°40'10" West, and a chord length of 123.18 feet, thence run northwesterly, thence westerly and thence southwesterly along the arc of said curve and said south easement boundary a distance of 135.66 feet; thence run North 38°29'23" East a distance of 107.00 feet to the South right-of-way margin of said Chalkville Mountain Road; said margin being on a curve turning to the right, having a radius of 894.93 feet, a chord bearing of South 39°59'27" East, and a chord length of 86.02 feet, thence along the arc of said curve and along the South right-of-way margin of said Chalkville Mountain Road a distance of 86.06 feet to the Point of Beginning and the end of this vacation, having an area of 2,506.2± square feet, (0.058± acres).

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Warwick Development Company, Inc. and Jack's Family Restaurants, Inc. tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check for \$100 has been received for administrative fees.

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

Sep-13-2011-692

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to transfer funds of \$51,000 from the Cooper Green Hospital Foundation (Fund 5010000000) to the Cooper Green Mercy Hospital Fund (70310000) to be used to purchase two (2) 7200 ventilators and the related software and attachments. The funds in the Cooper Green Hospital Foundation account were a part of the Tobacco Related Diseases and Prevention Grant.

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

Sep-13-2011-693

WHEREAS Deborah Byrd Walker desires to serve a second term on the Jefferson County Economic and Industrial Development Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Deborah Byrd Walker to serve on the Jefferson County Economic and Industrial Development Board for a four (4) year term effective November 1, 2011 and ending October 31, 2015, be and hereby is approved.

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

Sep-13-2011-694

WHEREAS, ShaRon Pruitt desires to serve a second term on the Vacation Leave Bank Committee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the District II re-appointment of ShaRon Pruitt to a second term on the Vacation Leave Bank Committee beginning September, 2011 for a three year term ending September, 2014, be and hereby is approved.

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

Sep-13-2011-695

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director or Assistant Director of Community and Economic Development is authorized to approve all minor modifications to program agreements as a result of shift in funds within 25% or change in program narratives. Modifications that require additional funds or extension of time must be approved by the Jefferson County Commission.

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

Sep-13-2011-696

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Office of Community & Economic Development is authorized to submit an application for the 2011 Good Roots grant to benefit Concord. The Alabama Power Foundation will supply \$1,000 grants to purchase trees for planting in cities, towns, communities and nonprofit organizations across central and south Alabama. No county funds are required.

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

Sep-13-2011-697

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the National Emergency Grant with the City of Birmingham. The agreement provides for temporary jobs to cleanup the aftermath of the tornados of April 27, 2011. The agreement is in the amount of \$1,873,809.25 and is for the period September 13, 2011 through December 31, 2011.

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

Sep-13-2011-698

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, Rosser Way and the portion of Rosser Loop Drive as shown in Phase 1 of Rosser Cove, as situated in the NW ¼ of the NW ¼ of Section 32, Township 19 South, Range 4 West has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 41, Page 72 in the Bessemer Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 13th day of September, 2011.

RECOMMENDED:

E. Wayne Sullivan, P.E.
Director/ County Engineer

ATTEST: JEFFERSON COUNTY, AL
Minute Clerk David Carrington, President
Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 1,254' of buried cable at 4243 Lindsey Circle in Bessemer.
2. AT&T Corporation to install 76' of buried cable at 1924 Sue Drive in Forestdale.
3. AT&T Corporation to install 655' of buried cable and 1,126' of aerial cable at 1428 Heron Drive in Hillview.

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

Sep-13-2011-699

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 and Transportation
Date: August 24, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill
Case No. 44616 01- in the matter of CONDEMNATION Jefferson County vs. Rafael Garcia, et al.
Tract 35 - Project No. STPBH-7002(600) Morgan Road Improvements Agent: Mike Key
Price: \$9,651.00
Pay to the order of: Judge of Probate
Mailing Address: Probate Court
Bessemer, AL

Fund #4022000000
Bus. Area #5100
GL Object #5 1 5710
Fund Center #5100000000
WBS #C.981.D
Functional Area: THRO
Check Delivery Code: 84

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

Resolution to approve the appointment of Tony Petelos as County Manager of Jefferson County was carried over to the next

Commission Meeting.

Sep-13-2011-700

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Kelmar & Associates to extend employment background investigative services for the period August 1, 2011 - September 12, 2012 in the amount of \$500 (cost through 9/30/11)

Contract Amendment No. 3

This Amendment to Contract entered into this 15th day of August 2011, between Jefferson County, Alabama through the Human Resources (hereinafter referred to as the "Jefferson County Commission") and Kelmar Associates, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties entered into on the 25th day of November, 2008 which was approved by the Jefferson County Commission and recorded in Minute Book 157 Pages 170-180 is hereby amended as follows:

Item 3. Amend the Terms of Work paragraph as follows: This contract will be effective August 1, 2011 and end September 12, 2011.

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

Jefferson County Commission

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Kelly E. Riddle, President

Kelmar and Associates, Inc.

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

Sep-13-2011-701

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Consultech Cost Control Corporation to provide unemployment cost control services for FY2011-2012 in the amount of \$5,200.

CONTRACT NO. 00002864

PERSONAL SERVICE CONTRACT

THIS AGREEMENT entered into this 1st day of July, 2011 by and between Jefferson County, Alabama, hereinafter called "the County", and Consultech Cost Control Corporation., hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WHEREAS, the County desires to contract for Unemployment Cost Control Services for the use of its employees; and,

WHEREAS, the Contractor desires to furnish said Unemployment Cost Control Services for the County;

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal 112-11 "Unemployment Cost Control Services", dated April 26, 2011. The terms of which are included herein by reference. The Contractor shall provide Unemployment Cost Control Services as follow:

A. Process all unemployment claim forms. Respond promptly and accurately to all claim inquiries. Receive and respond to notices of unemployment claims against the County from the State. Coordinate information with the County's Human Resources Department to

determine claimant eligibility, monetary award and duration of each claim.

- B. Provide information on a timely basis to the County's Human Resources Department on claims. Provide claimant's statements to the County's Human Resources Department before decisions are made of whether to appeal a claim or not. This will need to be done via fax or e-mail and via phone in order to expedite dissemination of information.
- C. Counsel and represent the County at all levels of unemployment compensation administrative appeal hearing, unless otherwise notified by the County. Arrange for and advise witnesses as to hearing procedures. Provide representatives who have experience in Alabama State Law and Unemployment Insurance Claims practices and procedures.
- D. Protest all questionable claims and improper determinations. Prepare and process all documents and written arguments to challenge invalid unemployment claims and improper charges.
- E. Audit and verify all claims and benefit charges, reports filed and billings to the County. Protest all improper charges
- F. Ensure that all disqualifications are fully enforced.
- G. Provide technical assistance and guidance to the County on an as needed basis regarding specific claims issues or department efforts to manage and reduce claims experience.
- H. Work with designated representatives from the County's Human Resources Department to insure the accurate and timely flow of statistical information between the County, the State and the Contractor.
- I. Conduct quarterly unemployment training seminars to the County's Human Resources Department staff.
- J. Provide activity reports on claims, separations and charges transmitted electronically, on a quarterly basis.
- K. Create an internet interface to provide separation and charges transmitted electronically, on a basis. Provide annual status report and other management reports.
- M. Implement unemployment cost control programs for reducing unemployment compensation costs. Make written and verbal recommendations to reduce unemployment compensation costs.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide Unemployment Cost Control Services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012. However, the contract may be extended, at the County's option, for a period of up to two (2) additional one (1) year terms.

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

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

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

7. **COMPENSATION:** \$5,200.00 Per Year/Flat Rate, to be paid quarterly (\$1300.00) upon receipt of invoice.

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

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

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

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

Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. **LIABILITY:** 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, sub Contractors or employees under this Contract.

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 sub Contractors, 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 sub Contractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from 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 By Endorsement including a thirty (30) days written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) days after Purchase Order/contract date. Successful Offeror is also required to include the proposal number on the evidence of insurance.

Insurance Minimum Coverage

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

General Liability:

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

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

- \$100,000 - Limit each occurrence

Umbrella Coverage:

- \$1,000,000 - Each occurrence
- \$1,000,000 - Aggregate

Added Additional Insured By Endorsement Jefferson County, Alabama 30 day(s) written cancellation notice Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the PROPOSAL/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

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

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

17. VIOLATIONS 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 sets or caused these pmts to be executed by their duly authorized representative.

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Corporate Cost Control/Consultech

David Carrington, President - Jefferson County Commission

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

Sep-13-2011-702

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Chappelle Consulting Group to provide COBRA/HIPPA administrative services for FY2011-2012 in the amount of \$20,000.

CONTRACT NO. 00002861

PERSONAL SERVICE CONTRACT

THIS AGREEMENT entered into this 1st day of July 2011 by and between Jefferson County, Alabama, hereinafter called 'the County', and Chappelle Consulting Group, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WHEREAS, the County desires to contract for COBRA/HIPPA ADMINISTRATION SERVICES for the use of its employees; and,

WHEREAS, the Contractor desires to furnish said COBRA/HIPPA ADMINISTRATION SERVICES for the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal 113-11 "COBRA/HIPPA ADMINISTRATION SERVICES", dated May 11, 2011. The terms of which are included herein by reference. The Contractor shall provide COBRA/HIPPA ADMINISTRATION SERVICES as follow:
 - A. Perform initial set-up using copies of current benefit plans, premium schedules, employee leave policies and the complete history of current COBRA participants.
 - B. Maintain full compliance and customize standard COBRA Election Forms and Notices as required by state and federal regulations.
 - C. Apprise designated Human Resources Department representative, covered employees, COBRA participants, and/or Qualified Beneficiaries of updates to the Act and all other State and Federal regulation changes as they occur.
 - D. Mail Initial Notification for "newly covered" Employees and Dependents via United States Postal Service (USPS) Certificate of Mailing.
 - E. Identify COBRA beneficiaries and send out Qualifying Event Notifications via USPS Certificate Mailing.
 - F. Send HIPAA Certificate of Creditable Coverage upon loss of coverage, if elected.
 - G. Communicate all premium requirements and deadlines to Qualified Beneficiaries.
 - H. Communicate plan and premium changes to COBRA participants.
 - I. Track eligibility, elections, payments and expiration dates and notify carriers as appropriate.
 - J. Send termination letters to COBRA participants for end of eligibility, Medicare eligibility, insufficient funds and secondary qualifying event confirmation via USPS Certificate of Mailing.
 - K. Adjudicate all requests by written confirmation of enrollment or rejection.

- L. Provide COBRA participants 24/7 website access to account balance and status of payments.
- M. Provide toll-free customer service Monday through Friday from 8:00 A.M. - 5:00 P.M. CDT or CST, and 24-hour messaging.
- N. Mailing of Election Forms and Premium Schedules.
- O. Billing, collection and processing of premium payments (2% paid by beneficiary): provide automatic payment choices for COBRA participants; provide monthly billing for enrollees, including return envelope; remit premiums to providers with billing detail as appropriate.
- P. Provide notification of annual Open Enrollment periods and benefit changes (upon request).
- Q. Provide employer web portal that allows access to online reporting of COBRA participants, qualified beneficiaries, and terminated COBRA participants.
- R. Provide monthly reporting to designated Human Resources representative to include premium distribution, COBRA participant status, and notifications listing.
- S. Provide COBRA Policies and Procedures Manual to Jefferson County Human Resources Department (HR)
- T. Participate in in-house COBRA training of HR benefits staff.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to provide COBRA/HIPPA ADMINISTRATION SERVICES to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012. However, the contract may be extended, at the County's option, for a period of up to two (2) additional one (1) year terms.

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

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

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

7. COMPENSATION:

To provide billing and administrative services of COBRA benefits to the County's current and former employees.

	Per Qualified Event Fee
Implementation Fee	Waived
Monthly Administrative Fee	No Charge
Monthly Billing Statement Fee	No Charge
Blanket Initial Notification to all employees	\$ 2.00
Initial Notice to New Hires	\$ 5.25
COBRA Qualifying Event Notification	\$ 5.25
COBRA Election (Initial Set-Up)	No Charge
Notice of COBRA Coverage Unavailability	\$ 5.25
COBRA Beneficiaries Billing, Collection & Processing (paid by participant), Including Short/Late/NSF Parent Notice	\$ 5.25
Notification to COBRA Participants of Annual Open Enrollment Periods & Benefit Changes	\$ 5.25
Disability Extension Notice	\$ 5.25
HIPAA Certificates to those coming off Cobra	No Charge
Divisional Reporting - Standard Reports	No Charge
Programming/Ad Hoc Reporting Services	\$ 90.00 Per Hour
Additional Fees-Any New Regulatory Mailing to participant (not currently required)	\$ 5.25
Additional Fees-Any New Regulatory Mailing to employees (not currently required)	\$ 2.00

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent Contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable

federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

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

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

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

12. LIABILITY: 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, sub Contractors or employees under this Contract.

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 sub Contractors, 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 sub Contractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from 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 By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful Offeror is also required to include the proposal number on the evidence of insurance.

Insurance Minimum Coverage

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

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement Jefferson County, Alabama 30 day(s) written cancellation notice Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the PROPOSAL/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

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

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Chappelle Consulting Group

David Carrington, President - Jefferson County Commission

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

Sep-13-2011-703

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Blue Cross and Blue Shield of Alabama to provide administrative services for the active employees and retiree health plan for FY2011-2012 in the amount of \$1,334,509.

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

Sep-13-2011-704

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

Consulting Services Agreement with The Yusko Group for continued administration of the Entry Level Firefighters Selection Process, a written examination for screening of firefighter candidates, during Fiscal Year 2011-2012, in an amount not to exceed \$18,750.

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

Sep-13-2011-705

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

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Jerry B. Allinder - General Managing Partner, Braswell McCalla Properties LLC for the construction of a sanitary sewer in the right-of-way of U.S. Highway 11 in the City of Bessemer, at no cost to the County.

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

Project Number:
Permit No.
P.E.
R.O. W.
Utilities
Construction
Maintenance Section
Location of Accommodation: Milepost 124.98 to 125.03

THIS AGREEMENT is entered into this the ___ day of ___, 2011, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and JEFFERSON COUNTY, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

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

approximately 37 linear feet of 4 inch diameter Class 52 ductile iron sanitary sewer pipe in U.S. Highway 11 ROW in the City of Bessemer; and

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

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

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-ofway.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

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

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

Jefferson County Commission
W. D. Carrington

RECOMMENDED FOR APPROVAL:

District Manager

Division Engineer

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR B

Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this day of , 20 , by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Braswell McCalla Properties LLC (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing a portion of and replacing a manhole to U.S. Highway 11 near the intersection with 33rd Street; and

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

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with ALDOT providing for Jefferson County to perform such

installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner's performance thereof.

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

1. The purpose of this subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefitted Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.
2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for installation of a 4 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing a portion of and replacing a manhole to U.S. Highway 11 near the intersection with 33rd Street, which drains to the Valley Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.
3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.
4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).
5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A).
6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse the County for the cost of any such work.
7. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns.

Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this _____ day of
Braswell McCalla Properties LLC
Jerry B. Allinder - General Managing Partner
JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission

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

Sep-13-2011-706

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

Sep-13-2011-707

RESOLUTION TO MOVE STORM WATER MANAGEMENT EMPLOYEES
FROM LAND DEVELOPMENT TO INSPECTION SERVICES DEPARTMENT

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, effective September 13, 2011, the employees listed below of the Land Development Department shall be reassigned to the Inspection Services Department:

Chief Civil Engineer

Environmental Biologist - Garry Miller

Principal Administrative Analyst - Amanda Elledge

Education Training Coordinator - Orville Ifill

Systems Analyst - Johanna Burwinkle

Systems Analyst - Mondonna Movahed

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

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

Sep-13-2011-708

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

WHEREAS, the Jefferson County Commission has received a recommendation from the Jefferson County Planning & Zoning Commission, having duly held a public hearing regarding proposed amendments to the Zoning Resolution that would require a public hearing with mailed notification to property owners within 500 feet before approving a beverage license for any property whereon alcoholic beverages have never before been sold.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that said Commission shall also hold a public hearing, in the regular County Commission meeting to be held on Tuesday, September 27, 2011, following proper notice and advertisement thereof, to receive comments regarding the proposed amendments to the Zoning Resolution of Jefferson County, as relates to the sale of alcoholic beverages.

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

Sep-13-2011-709

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

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

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

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending

provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

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

Z-2011-013 H & C Investments, LLC, owners; Larry CottlIngham, agent. Change of zoning on Parcel !D# 38-31-4-0-ifi in Section 31 Twp 19 Range 4 West from A-1 (Agriculture) to C-1 (Commercial) for general commercial use. (Case Only: 97 McCalla Road; Bessemer, AL 35022) (MCCALLA) (1 Acre M/L)

Restrictive Covenant: Prior to commencing any disturbance of, or development/construction activity on, the subject property; and before establishing any commercial activity on, or use of, the subject parcel; the specific use and site plan must be approved by the Jefferson County Planning & Zoning Commission, with full construction plans to follow any approval thereof.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Z-2011-013 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Sep-13-2011-710

WHEREAS, the Jefferson County Commission has recognized that the sedimentation of streams, lakes and other waters of this state constitutes a major pollution problem; and

WHEREAS, sedimentation occurs from the erosion or depositing of soil and other materials into the waters, and the Commission has deemed the control of erosion and sedimentation to be vital to the public interest and necessary to the public health and welfare; and

WHEREAS, on December 8, 2009, the County Commission adopted amendments to Article 13 of the Jefferson County Subdivision & Construction Regulations to provide for the creation, administration, control and enforcement of a program to reduce erosion and sedimentation problems pursuant to the National Pollutant Discharge Elimination System ("NPDES") permit ALS000001 from the Alabama Department of Environmental Management ("ADEM") for storm water discharges from the Municipal Separate Storm Sewer System ("MS4") of Jefferson County, Alabama, which will permit development to continue in Jefferson County, Alabama, with the least detrimental effects from pollution by sedimentation; and

WHEREAS, the Jefferson County Commission has determined that the functions entailed by said Article 13 are better served, due to the reallocation of personnel, by the Department of Inspection Services than by the Department of Land Planning & Development Services.

NOW, THEREFORE, BE IT RESOLVED that Article 13 of the Jefferson County Subdivision & Construction Regulations, "Erosion and Sedimentation", is hereby amended to reflect its administration and enforcement by the Department of Inspection Services, through the Director of said Department and/or his designee, effective September 13, 2011.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

9/13/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FUEL FOR CORONER/MEDICAL EXAMINER POOL CAR	CORONER/MEDICAL EXAMINER	25.00	1900052069
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE STAMPS FOR SEWER BILLING MAIL OUT.	GEN SVCS: ADMINISTRATION	53.07	1900052308
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REFUND TO EMPL FOR PARKING - STANLEY UPSHAW	GEN SVCS: ADMINISTRATION	20.00	1900052215
*DISTRICT 1					98.07	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: MILEAGE REIMBURSE (HPRP)	COMMUNITY DEVELOPMENT	23.49	1900052330
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MAILED AREA PLAN TO ADSS	SENIOR CITIZEN SERVICES	5.65	1900052301
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LOCK BOX FOR KETONA & HERBICIDE TRUCK PARTS	R&T: HIGHWAY MAINT-BESSEMER	31.87	1900052332
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEYS FOR CAMP KETONA	R&T: HIGHWAY MAINT-BESSEMER	39.20	1900052468
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRASH CAN FOR BESSEMER CAMP	R&T: HIGHWAY MAINT-BESSEMER	16.50	1900052478
DISTRICT 2	1003767	FREDERICK HAMILTON	UD: TRAVEL REIMBURSEMENT FOR WASHINGTON TRIP	COMMUNITY DEVELOPMENT	94.26	1900052470
*DISTRICT 2					210.97	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. TRAVEL AUDIT-W.S.MOORE6/5-6/10 GA/SC	REVENUE	7.22	1900051861
DISTRICT 3	1000193	JEFFERSON CO TREASURER	3 BD EQUALIZATION RECEIVED DATE STAMPS B	D OF EQUAL - BHAM STATE	78.84	1900052458
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EMA - SIREN BATTERIES	EMA	41.98	1900052529
DISTRICT 3	1028404	ROBERT G. WATTS	REALTY RATES.COM DATA SUBSCRIPTION	BD OF EQUAL - BHAM STATE	198.00	1900052482
*DISTRICT 3					326.04	
DISTRICT 4	1000032	ALABAMA MESSENGER	2011 SUBSCRIPTION AL MESSENGER PROBATE	PROBATE COURT	15.00	1900052334
DISTRICT 4	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES	LAND DEVELOPMENT	75.52	1900052300
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA BUSINESS CARDS	EMA	70.00	1900052528

DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES	EMA – DISASTER RECOVERY	750.00	1900052527
*DISTRICT 4					910.52	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT	PER BD: TESTING	105.30	1900052389
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LUNCH MEETING - EXECUTIVE SESSION	COMMISSION SUPPORT	29.54	1900052466
DISTRICT 5	1002511	ST OF AL DEPT IND RELATIONS	RECORDS-GREGORY THOMAS V. JEFFCO	COUNTY ATTORNEY	70.00	1900052335
*DISTRICT 5					204.84	
**					1,750.44	

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

Sep-13-2011-711

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

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and the Jefferson County Board of Education approved by the Jefferson County Commission on November 2, 2010 (Minute Book: 160; Page Number: 615) and amended by the Commission on February 2, 2011 (Minute Book: 161; Page Number: 256) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end November 30, 2011."

Amend Paragraph 4 to add the following:

"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 November 30, 2011, whichever shall first occur."

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

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

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Phil Hammonds, Superintendent

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

STAFF DEVELOPMENT

Emergency Management Agency (2 participants)	
Duan King	\$ 833.31
Annette Davis	\$ 833.31
2011 AAEM Summer Conference	
Orange Beach, AL – September 27-29, 2011	
County Attorney	
Shawna H. Smith	\$ 299.00
CLE Seminar necessary to maintain bar license	
Birmingham, AL – August 22, 2011	
Community & Economic Development	
Frederick Hamilton	\$1,860.69
International Economic Development Council Conference	
Charlotte, N.C. – September 16-19, 2011	
Margaret Lynn Smith	\$ 938.96
HUD Training: HD420 Rental Housing Development	
Finance Course	
New Orleans, LA – September 11-16, 2011	
Revenue	
Wesley Scott Moore	\$1,069.40

Tax Audit
Nashville, TN – September 25-30, 2011

Charles Bell \$1,447.50
Tax Audit
Greenville, NC & Watkinsville, GA – September 25-30, 2011

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

BUDGET TRANSACTIONS

1. Tax Assessor \$6,422

Shift funds from the Tax Assessor-Bessemer Capital Fund to the Tax Assessor General Funds budget to cover expenses for the E-Ring hardware/software funded by their State of Alabama funded budget.

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

Sep-13-2011-712

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized and directed to transfer \$6,422.00 to the General Fund (Fund 1000) from the Capital Improvements Fund (Fund 4021) to cover expenses for the E-Ring hardware/software project.

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

REQUEST FOR CERTIFICATIONS

Cooper Green Mercy Hospital - Linen
Housekeeping Assistant

Cooper Green Mercy Hospital - Nursing Administration
Nurse Manager

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

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

For Week of 08/11/11 - 08/17/11

RECOMMENDED FOR:

1. PROBATE COURT FROM DYNAMIX GROUP, NORCROSS, GA, TO PURCHASE TAPE LIBRARY SYSTEM AND TAPE DRIVE FOR THE AMCAD PROJECT. SAP PURCHASE ORDER # 2000057282 \$19,724.00 TOTAL
REFERENCE BID # 156-10

2. GENERAL SERVICES BULK STORES WAREHOUSE FROM BATTERIES INCORPORATED, UPPER MARLBORO, MD, TO AWARD CONTRACT FOR BATTERIES (SMALL DRY CELL) ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 183-11 \$0.00 TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTERS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TIRE RECAPPING ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048902 \$25,000.00 TOTAL
REFERENCE BID # 208-09
4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ALABAMA JACK COMPANY INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049749
\$800.00 TOTAL
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM FLEET PRIDE INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/ 11. SAP PURCHASE ORDER # 2000049144 \$2,000.00 TOTAL
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM DEWEY BARBER CHEVROLET, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 20000651024 \$5200.00 TOTAL
7. SHERIFFS DEPARTMENT FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL, TO AWARD CONTRACT FOR AMMUNITION. REFERENCE BID # 145-11 EST. \$151,456.84 TOTAL
8. FAMILY COURT - ADMINISTRATION FROM PITNEY BOWES, LOUISVILLE, KY, POSTAGE FOR RESERVE ACCOUNT. SAP PURCHASE ORDER # 2000057307 \$25,000.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM KINETIC CONCEPTS, HOUSTON, TX, FOR VAC PUMP RENTAL AND SUPPLIES ALREADY RECEIVED. SAP PURCHASE ORDER # 2000049759 \$10,000.00 TOTAL
AMERINET CONTRACT # VH-05000
2. TREASURER DEPARTMENT FROM SUNGARD TREASURY SYSTEMS, CHICAGO, IL, TO PAY FOR MAINTENANCE AND SUPPORT SERVICES FOR SUNGARD TREASURY SYSTEM FOR THE PERIOD OF 6/1/11 -6/30/11.
SAP PURCHASE ORDER # 2000057289 \$987.40 TOTAL
3. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM LMA NORTH AMERICA, LOS ANGELES, CA, TO PAY FOR LMA STD'S ALREADY RECEIVED. SAP PURCHASE ORDER # 2000057260 \$5,670.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM OWENS & MINOR, ATLANTA, GA, TO PAY FOR TA PREMIUMS, ETC ALREADY RECEIVED. SAP PURCHASE ORDER # 2000057216 \$11,126.97 TOTAL
5. THE SHERIFF'S DEPARTMENT - BIRMINGHAM ENFORCEMENT FROM ALABAMA CRIMINAL JUSTICE INFORMATION CENTER, MONTGOMERY, AL, TO INVOICE #16124. SAP PURCHASE ORDER # 2000057248 \$18,660.00 TOTAL
6. COMMISSIONER DISTRICT # 3 FROM THE BIRMINGHAM NEWS ADVERTISING, CHARLOTTE, NC, TO PAY FOR CITATION AD IN THE BIRMINGHAM NEWS PUBLISHED 03/09/2011 - SERVICES ALREADY RENDERED.
SAP PURCHASE ORDER # 2000057268 \$34,765.50 TOTAL

For Week of 08/18/11- 08/24/2011

RECOMMENDED FOR:

1. TAX COLLECTOR FROM VALLEY PRINTING, BIRMINGHAM, AL, FOR THE PRINTING OF 2011 TAX RECEIPT FORMS. SAP PURCHASE ORDER # 2000057553 \$6,030.00 TOTAL
2. GENERAL SERVICES -PRINTING FROM XEROX CORPORATION, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE LEASE OF PRODUCTION SYSTEM. SAP PURCHASE ORDER # 2000047983
\$11,410.24 TOTAL
3. COOPER GREEN MERCY HOSPITAL FROM THE STATE OF ALABAMA DEPARTMENT OF PUBLIC HEALTH, MONTGOMERY, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER.
SAP PURCHASE ORDER # 2000047620 \$2,134.69 TOTAL
4. JEFFERSON COUNTY JAIL FROM NEW WORLD SYSTEMS, TROY, MI, TO PAY INVOICE NO. 006944 FOR HALF OF OUTSTANDING BALANCE FOR PROGRAM MODIFICATIONS. SAP PURCHASE ORDER # 2000057448
\$212,860.09 TOTAL

REPORTED FOR:

1. BOARD OF EQUALIZATION FROM APEX SOFTWARE, SAN ANTONIO, TX, TO PAY INVOICE THAT PROVIDE APEX

- SKETCHING SOFTWARE MAINTENANCE FOR THE PERIOD OF 1/1/11 - 1/1/12. INVOICE # 266223 \$4,725.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL FROM ARRAY SOFTWARE, AGAWAM, MA, TO PAY INVOICE THAT PROVIDE TASK SOFTWARE MAINTENANCE AND TASK+DTS CONVERSION SUPPORT. INVOICE # T21587 \$145.58 TOTAL
 3. PERSONNEL BOARD OF JEFFERSON COUNTY FROM PERCEPTIVE SOFTWARE, KANSAS CITY, MO, TO ACKNOWLEDGE MANAGED SERVICES ENGAGEMENT TO UPGRADE IMAGE NOW FROM 6.0 TO 6.6 WHICH HAS REACHED END OF LIFE STATUS. \$5,400.00 TOTAL
 4. TREASURER DEPARTMENT FROM SUNGARD TREASURY SYSTEMS, CHICAGO, IL, FOR MAINTENANCE AND SUPPORT SERVICES FOR SUNGARD TREASURY SYSTEM FOR THE PERIOD OF 7/1/11 - 7/31/11.
INVOICE # GUS 0037609 \$987.40 TOTAL
 5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM S & H GLASS COMPANY, CLAY, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048876 \$3,000.00 TOTAL
 6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KENS KUSTOM CYCLES INCORPORATED, HAYDEN, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049756 \$1,000.00 TOTAL
 7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SOUTHERN HYDRAULICS & MACHINERY COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049216
\$2,000.00 TOTAL
 8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SANSOME EQUIPMENT COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049156 \$1,000.00 TOTAL
 9. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL TRUCKS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 20000649152
\$3,000.00 TOTAL
 10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049149 \$1,500.00 TOTAL
 11. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOFF ' S RADIATOR & ELECTRIC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049068 \$600.00 TOTAL
 12. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KURTS TRUCK AND PARTS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049148 \$600.00 TOTAL
 13. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NOVA-TEC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049151 \$2,000.00 TOTAL
 14. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAILERS BY DALE SALE, BIRMINGHAM, AL, FOR EMA TRAILER RENTAL AND LONG TERM STORAGE. SAP PURCHASE ORDER # 2000057500 \$9,180.00 TOTAL
 15. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM JOHNSON AND JOHNSON, ATLANTA, GA, FOR TC003 THERMACHOICE III WITH FLUID CIRCULATION. SAP PURCHASE ORDER # 2000057317 \$5,720.00 TOTAL

For Week of 08/25/11- 08/31/2011

RECOMMENDED FOR:

1. GENERAL SERVICES ADMINISTRATION FROM VEOLIA ENVIRONMENTAL SERVICES, MOODY, AL, CONTRACT RENEWAL FOR WASTE COLLECTION AND DISPOSAL SERVICE FOR THE PERIOD OF 10/01/11 - 9/30/12.
REFERENCE BID# 175-10 \$0.00 TOTAL
2. PROBATE COURT (BIRMINGHAM) FROM A RIFKIN COMPANY, WILKES-BARRE, PA, TO PURCHASE BALLOT BOXES, PARTS, AND ACCESSORIES FOR ELECTION PURPOSES. SAP PURCHASE ORDER # 2000057266
\$18,343.50 TOTAL
3. SHERIFF'S DEPARTMENT - BIRMINGHAM JAIL CORRECTIONS FROM ALABAMA HEATING AND ROOFING COMPANY, BIRMINGHAM, AL, TO PURCHASE FOOD CARTS WITH BUMPER GUARDS - GRANT RELATED PURCHASE.

- SAP PURCHASE ORDER # 2000057526 \$6,390.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM BECKMAN COULTER, MIAMI, FL, TO PAY INVOICE NO. 5240174 FOR BECKMAN HEMO ANALYZER LEASE (PAST DUE).
SAP PURCHASE ORDER # 2000057453 \$6,200.24 TOTAL
5. COOPER GREEN MERCY HOSPITAL FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR OUTPATIENT HOME OXYGEN SERVICE.
SAP PURCHASE ORDER # 2000049784 \$4,804.00 TOTAL REFERENCE BID # 216-09B
6. GENERAL SERVICES FROM BUILDING SPECIALTIES COMPANY, BIRMINGHAM, AL, FOR INSTALLATION AND REPLACEMENT OF GLASS FRONT DOOR AT FAMILY COURT. SAP PURCHASE ORDER # 2000057572
\$8,102.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL FROM PHOENIX TEXTILE, PELHAM, AL, TO AWARD CONTRACT FOR HOSPITAL SCRUBS FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 172-11 \$0.00 TOTAL
8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WEIL WRECKER SERVICE INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR WRECKER AND TOWING SERVICE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 190-11 \$0.00 TOTAL
9. GENERAL SERVICES FROM INGERSOLL RAND, CHICAGO, IL, TO OVERHAUL INGERSOLL EP60 AIR COMPRESSOR FOR CENTRAL LAUNDRY. SAP PURCHASE ORDER # 2000057694 \$24,870.24 TOTAL REFERENCE BID # 196-11
10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM LKQ CORPORATION, TRAFFORD, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049199 \$2,000.00 TOTAL
11. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRC STAFFING, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SUPPLEMENTAL STAFFING SERVICES.
SAP PURCHASE ORDER # 2000046980 \$179,000.00 TOTAL
12. ROADS AND TRANSPORTATION FROM HELENA CHEMICAL, SELMA, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HERBICIDE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11.
SAP PURCHASE ORDER # 2000048047 \$4,900.00 TOTAL REFERENCE BID # 31-09
13. COOPER GREEN MERCY HOSPITAL - ADMINISTRATION/GS FROM WILBUR CORPORATION, TRUSSVILLE, AL, REPAIRS TO KITCHEN GREASE TRAPS, DRAINAGE, PVC BACK FLOW MAINTENANCE.
SAP PURCHASE ORDER # 2000057631 \$5,850.00 TOTAL
14. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM MULTIPLE VENDORS, TO AWARD CONTRACT FOR ENDOS, TROCARS AND SUTURES. ITEMS TO BE ORDERED ON AN AS NEEDED BASIS PER USER DEPARTMENT FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 179-11
- | | | |
|--|---------------|-----------------------|
| | COVIDIEN | \$125,000.00 |
| | ETHICON | 60,000.00 |
| | OWENS & MINOR | 15,000.00 |
| | | \$200,000.00 TOTAL |
15. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS, TO AWARD CONTRACT FOR HOSPITAL DRESSINGS, BANDAGES AND TAPES. ITEMS TO BE ORDERED ON AN AS NEEDED BASIS PER USER DEPARTMENT FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 185-11
- | | | |
|--|------------------|-----------------------|
| | KENTRON | \$ 15,000.00 |
| | OWENS & MINOR | 10,000.00 |
| | GULF SOUTH | 5,000.00 |
| | PRIORITY MEDICAL | 5,000.00 |
| | | \$ 40,000.00 TOTAL |
16. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM MULTIPLE VENDORS, TO AWARD CONTRACT FOR RESPIRATORY SUPPLIES. ITEMS TO BE ORDERED ON AN AS NEEDED BASIS PER USER DEPARTMENT FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 184-11
- | | | |
|--|---------------------|--------------------|
| | KENTRON | \$ 20,000.00 |
| | OWENS & MINOR | 20,000.00 |
| | MEDICAL SPECIALTIES | 1,000.00 |
| | PRIORITY MEDICAL | 9,000.00 |
| | | \$ 50,000.00 TOTAL |
17. JEFFERSON REHABILITATION AND HEALTH CENTER FROM MOBILE X USA, PITTSBURGH, PA, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MOBILE X-RAY, EKG, DIAGNOSTIC DIGITAL IMAGING. SAP PURCHASE ORDER # 2000043043 \$6,000.00 TOTAL

18. INFORMATION TECHNOLOGY FROM PINNACLE DATA SYSTEMS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR CASS CERTIFICATION, SORT, MAIL AND PRINTING FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 92-11 \$0.00 TOTAL,

REPORTED FOR:

1. THE PERSONNEL BOARD FROM PERCEPTIVE SOFTWARE, KANSAS CITY, MO, TO ACKNOWLEDGE TWO (2) IMAGENOW INTERACT LICENSES FOR THE XEROX COPIERS AND ANNUAL MAINTENANCE.
SAP PURCHASE ORDER # 2000057677 \$3,960.00 TOTAL
2. THE PERSONNEL BOARD FROM LAWSON SOFTWARE INCORPORATED, ST. PAUL, MN, TO ACKNOWLEDGE UPGRADING TWO (2) MODULES WITHIN LAWSON THAT HAVE BE DECOMMISSIONED.
SAP PURCHASE ORDER # 2000057672 \$20,604.00 TOTAL
3. EMERGENCY MANAGEMENT AGENCY FROM ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS, MONTGOMERY, AL, FOR ONE (1) FORKLIFT TRUCK, INVENTORY # 11163 STATE SURPLUS PROPERTIES.
SAP PURCHASE ORDER # 2000057625 \$5,000.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SOUTHERN ORTHOPAEDICS. ATLANTA, GA, FOR ORIF DISTAL HUMERUS. SAP PURCHASE ORDER # 2000057617 \$7,128.00 TOTAL
5. SHERIFF'S DEPARTMENT FROM NEW WORLD SYSTEMS, TROY, MI, TO PAY OUTSTANDING BALANCE FOR PROGRAM MODIFICATIONS TO THE INTEGRATED PUBLIC SOLUTIONS SYSTEM (GRANT FUNDED) - INVOICE # 006944. SAP PURCHASE ORDER # 2000057704 \$212,860.09 TOTAL REFERENCE BID # 223-07
6. SHERIFF'S DEPARTMENT FROM NEC CORPORATION OF AMERICA, IRVING, TX, MAINTENANCE FOR THE AFIS FINGERPRINT SYSTEM IDENTIFICATION FOR THE PERIOD OF 10/1/10 - 1/18/11 - INVOICE # 90033588, 90040826, 90048748 AND 90066680. REFERENCE BID # 80-08 \$2,642.58 TOTAL

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

Sep-13-2011-713

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the bid of Northport Holdings, LLC, an Alabama Limited Liability Company, for the purchase and transfer of bed rights to 238 nursing facility beds is hereby accepted.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, subject to review by the County Attorney, the President is hereby authorized to execute such documents as are necessary to close said sale and transfer.

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

Sep-13-2011-714

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Birmingham Armored Incorporated to provide armored car transportation services on a daily and designated time schedule for various locations throughout the County at a rate of \$337.94 per pickup.

CONTRACT NO. 00002993

ARMORED CAR SERVICES CONTRACT

THIS CONTRACT entered into this 1st day of September, 2011 by and between Jefferson County, Alabama, hereinafter called "the County", and, Birmingham Armored Incorporated, hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2011.

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

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract is a result of ITB No. 111-10. This Contract is to provide Armored Car Transportation Services on a daily and designated time schedule for various locations throughout Jefferson County. Each designated pickup point may have several Governmental Departments with different bank deposits at various locations. Pick-up areas may be added or deleted on an as needed basis.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render Armored Car Transportation Services after the effective date of this Contract. This contract will be effective September 1, 2011 and end August 31, 2012. However the contract may be extended, at the County's option, for one (1) additional one-year term, not to exceed three (3) full years
4. COMPENSATION: The Contractor shall be compensated for services at the rate of \$337.94 per pick-up at any location authorized by the Jefferson County Commission.
5. ASSIGNMENT: No portion of the proposal or resulting project contract maybe sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.
7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion, or handicap.
10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
12. LIABILITY: 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.
13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:
 Client: Jefferson County General Services
 716 Richard Arrington jr Blvd N
 Room 1 Birmingham Courthouse
 Birmingham, AL 35203
 Copy to: Jefferson County Purchasing Division
 Purchasing Coordinator
 716 Richard Arrington Jr Blvd N
 Suite 830
 Birmingham, AL 35203
14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or

provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

15. BREACH AND DEFAULT: Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Bidder shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

16. INSURANCE: The successful bidder will maintain such insurance as will protect him 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 By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage

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

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement Jefferson County, Alabama 30 day(s) written cancellation notice Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the PROPOSAL/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

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

18. 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. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

19. CONFLICT OF INTEREST: The Bidder declares that, as of the date of this contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Bidder for which compensation will be sought during the period of time this contract is being performed, and, furthermore, the Bidder

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

20. 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 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 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.

21. 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.

WITNESSES:

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONTRACTOR

Jack D. Cagle, Jr., President - Birmingham Armored, Inc.

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

Resolution to approve the Jefferson County Entity Business License Tax ordinance was carried over to the next Commission Meeting.

Sep-13-2011-715

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and International Business Machines Corporation (IBM) to provide hardware maintenance for twenty-five (25) UNIX/SUN servers for the period September 1, 2011 - August 31, 2012 in the amount of \$29,682.48.

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

Sep-13-2011-716

A RESOLUTION DECLARING ONE UNDERCOVER SHERIFF'S OFFICE VEHICLE SURPLUS
AND AUTHORIZING THE SHERIFF TO REPLACE THIS VEHICLE WITH A COURT AWARDED VEHICLE

NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds Fund, which receives its

revenue from money awarded by the Court to Jefferson County to conduct drug/undercover abatement programs through the Jefferson County Sheriff s Office, and

WHEREAS, the Jefferson County Sheriffs Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work, and

WHEREAS, one of these vehicles have exceeded their operability as undercover vehicles.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the following vehicle be declared surplus and that the Jefferson County Sheriff be and hereby is authorized to dispose of said vehicle which will be replaced at a later date from a vehicle that is awarded by the Courts for undercover enforcement.

E986022 - 1998 FREIGHTLINER TRACTOR

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

Sep-13-2011-717

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of James O. Smith is hereby denied.

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

Sep-13-2011-718

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Rex Whitten in the amount of Four Thousand Six Hundred Fifty-Four and 73/100 (\$4,654.73) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Rex Whitten in the amount of \$4,654.73 and forward it to the County Attorney for disbursement.

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

Sep-13-2011-719

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Beatrice Baker in the amount of Five Thousand Fifty-Five and 00/100 (\$5,055.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Beatrice Baker in the amount of \$5,055.00 and forward it to the County Attorney for disbursement.

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

Sep-13-2011-720

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Melvin Hall in the amount of Seven Thousand Forty and 00/100 (\$7,040.00) Dollars.

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

Sep-13-2011-721

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Wesley McCain in the amount of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars.

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

Motion was made by Commissioner Stephens seconded by Commissioner Brown to add the following item as New Business. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Sep-13-2011-722

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Road Crews are authorized to pick up and dispose of debris resulting from the storm which occurred on September 6, 2011 in several areas of Jefferson County.

The subject pick up will be of debris placed on County rights-of-way for a period not to in excess of four (4) weeks beginning September 13th through October 13, 2011. The pick up will be from storm damage debris only and will not include garbage or other household waste.

Property owners should place debris on rights-of-way separated into the following categories:

BURNABLE

trees, limbs timber
and wood products

NON-BURNABLE

rubber products, plastics, glass,
metal, sheetrock, cloth, masonry,
appliances

HAZARDOUS TOXIC

petroleum products, paint, asbestos,
electrical projects

THIS DOES NOT INCLUDE HOUSEHOLD GARBAGE.

Call Bessemer Maintenance District at 481-4228 to schedule this pick up or call the County Engineer's office at 325-5795.

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

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

BUDGET TRANSACTION

1. Probate Court \$15,000

Increase the external printing and binding budget to cover invoices for election supplies provided for the special legislative sessions held 8/30/11. ADDITIONAL FUNDS ARE REQUIRED.

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

Commissioner Carrington stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened with the following members present:

- District 1 George F. Bowman
- District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

Sep-13-2011-723

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

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

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

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

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

Z-2011-016 Bob and Michael Freeman, owners. Change of zoning on Parcel ID# 19-21-0-0-54 in Section 21 Twp 17 Range 6 West from R-5(A) (Mobile Home Subdivision) to R-6 (Single Family) for a single family residence. (Case Only: 559 Glaze Creek Road; Bessemer, AL 35023) (GLAZE CREEK) (1.9 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2011-016 be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Commissioner Brown came into Commission Chambers.

Z-2011-015 Fisher Industries, L.L.C., owner; Thomas J. Fisher, agent. Change of zoning on Parcel ID# 8-36-4-0-23 in Section 36 Twp 15 Range 2 West from I-2 (Heavy Industrial) to I-2(A) (Industrial) for expansion of a metal recycling yard. (Case Only: 6150 Sunrise Drive; Pinson, AL 35126) (PINSON) (7.6 Acres M/L)

Rezoning contingent upon submission and approval of site/construction plans, with the proposed location and manner of screening, by the Jefferson County Planning and Zoning Commission.

RESTRICTIVE COVENANTS: 1. the scope of the operation shall be limited to areas outside of the designated 100-year and 500-year flood hazard area, or the property shall be properly filled and compacted in accordance with the Jefferson County Floodplain Management Ordinance (while the business operation itself shall otherwise fully comply with all applicable restrictions and requirements of said Floodplain Management Ordinance); 2. the property owner shall maintain a proper NPDES permit (National Pollutant Discharge Elimination System) from the Alabama Department of Environmental Management, and make available a copy of same to the Department of Land Planning & Development Services upon request; and, 3. the business in question shall be fully subject to inspection, surveillance and monitoring by Jefferson County, and to any enforcement, penalty and/or restoration procedures and activities that may be subsequently deemed necessary by the County in order to ensure compliance with the requirements of Jefferson County's NPDES permit regarding pollutants in storm water discharges, illicit or non-storm water discharges, etc.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2011-016 be approved subject to filing of covenants. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Thereupon the Commission Meeting was adjourned to meet Tuesday, September 27, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk