

STATE OF ALABAMA)

JEFFERSON COUNTY) August 28, 2012

The Commission convened in regular session at the Birmingham Courthouse at 9:12 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 seconded by Commissioner that the Minutes of August 14, 2012, be approved. Voting "Aye".

The Commission met in Work Session on August 21, 2012, and approved the following items to be placed on the August 28, 2012, Regular Commission Meeting Agenda:

- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 11.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 36.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 22.

The Commission met in Work Session on August 27, 2012, and approved the following items to be placed on the August 28, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3.
- Commissioner Carrington, Administrative Services Committee - Item 1.

Mark Smith with Sellers Dorsey gave a presentation to the Commission regarding federal medicaid revenue maximization opportunities.

Aug-28-2012-663

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise option one and execute Contract Amendment No. 1 for renewal of Professional Services with Humana Specialty Benefits, owned by Humana, Inc. which provides voluntary group vision insurance coverage to participating employees of Jefferson County. Said Contract is for one year from October 1, 2012 to September 30, 2013.

Monthly insurance premiums for FY 2012/2013 are as follows:

- Single \$6.14
- Single +1 \$12.28
- Family \$18.06

Contract Amendment No. 1 (Renewal)

This amendment to Contract entered into this 1st day of October, 2012, between Jefferson County, Alabama, hereinafter called "the County" and Humana Specialty Benefits (Humana, Inc.) hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Voluntary Group Vision Insurance services; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 1st day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Page 168 is hereby amended as follows:

Item 3. Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2012 and end September 30, 2013.

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Jefferson County Commission
W.D. Carrington, President

CONTRACTOR:

Humana Specialty Benefits (Humana, 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.

Aug-28-2012-664

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise option one and execute Contract Amendment No. 1 for renewal of Professional Services with Consultech Cost Control which provides unemployment cost control services for the employees of Jefferson County. Said Contract is for one year from October 1, 2012 to September 30, 2013. The cost is a flat rate of \$5,200 per year to be paid quarterly (\$1,300.00) upon receipt of invoice.

Contract Amendment No. 1 (Renewal)

This amendment to Contract entered into this 1st day of October, 2012, between Jefferson County, Alabama, hereinafter called "the County" and Consultech Cost Control hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Unemployment Cost Control Services; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 16 day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Page(s) 186 - 188 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2012 and end September 30, 2013.

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Jefferson County Commission
W.D. Carrington, President

CONTRACTOR:

Consultech Cost Control

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

Aug-28-2012-665

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise option one and execute Contract Amendment No. 1 for renewal of Professional Services with Dearborn National Life Insurance Company which provides Basic Group and Accidental Death and Dismemberment, and Voluntary Life and Accidental Death and Dismemberment Insurance services for the employees of Jefferson County. Said Contract is for one year from October 1, 2012 to September 30, 2013.

Rates for FY 2012/2013 are as follows:

- | | |
|---------------------------------------|----------------------------|
| • JCC paid group life, \$50K/employee | \$0.21 per 1,000 |
| • JCC paid AD&D, \$50K/employee | \$0.02 per 1,000 |
| • Employee paid voluntary life | Premiums vary based on age |

- Employee paid voluntary single AD&D \$0.028 per 1,000
- Employee paid voluntary family AD&D \$0.042 per 1,000

Contract Amendment No.1

This amendment to Contract to be effective on the 1st day of October, 2012, between Jefferson County, Alabama, hereinafter called "the County" and Dearborn National Life Insurance Company hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Basic Group and Accidental Death and Dismemberment, and Voluntary Life and Accidental Death and Dismemberment Insurance services; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 1st day of October, 2011 which was approved by the Commission in a resolution dated August 30, 2011 attached hereto and recorded in Minute Book 162 Page 169 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended from October 1, 2012 through September 30, 2013.

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Jefferson County Commission

W.D Carrington, President

CONTRACTOR:

Dearborn National Life Insurance Company

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

Aug-28-2012-666

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with Chappelle Consulting Group which provides COBRA/HIPAA Administration Services for the employees of Jefferson County. Said Contract is for one year from October 1, 2012 to September 30, 2013 at a 2.22% rate reduction (from \$5.25 per event FY 2012 to \$5.13 per event FY 2013) with the option by the County to extend the contract for one additional year at a 5.55% rate reduction if renewed year three (3).

Contract Amendment No. 1 (Renewal)

This amendment to Contract entered into this 1st day of October, 2011, between Jefferson County, Alabama, hereinafter called "the County" and Chappelle Consulting Group hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for COBRA/HIPAA Administration Services; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 1st day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Pages 188 - 191 is hereby amended as follows:

Item 3. Amend the Term of Agreement paragraph as follows: The effective date of the Agreement is October 1, 2012 and its term is to September 30, 2013.

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

Steven Syrkin, COO

Chappelle Consulting Group

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

Aug-28-2012-667

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise Option One and execute Contract Amendment No. 1 for renewal of Professional Services with Chappelle Consulting Group - BenefitElect which provides flexible benefits plan administration services for the employees of Jefferson County. Employee contributions to the Medical Reimbursement, Dependent Care, and Outside Medical Premiums spending accounts will be payroll deducted on a bi-weekly and semi-monthly basis. Said renewal of contract is for one year from October 1, 2012 to September 30, 2013 at a flat rate of \$4.65 per participating employee per month (a 2% reduction from the FY 2012 rate of \$4.75 per participating employee per month) with the option by the County to extend the contract with Chappelle Consulting Group - BenefitElect for one additional year at a reduced rate of 5% if renewed year three (3).

Contract Amendment No. 1 (Renewal)

This amendment to Contract entered into this 1st day of October, 2012, between Jefferson County, Alabama, hereinafter called "the County" and Chappelle Consulting Group - BenefitElect hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Flexible Benefits Plan Administration Services; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 1st day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Pages 188 - 191 is hereby amended as follows:

Article I. Amend the Term of Agreement paragraph as follows: The effective date of the Agreement is October 1, 2012 and its term is to September 30, 2013.

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

Steven Syrkin, COO

Chappelle Consulting Group - BenefitElect

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

Aug-28-2012-668

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise Option One and execute Contract Amendment No. 1 for Professional Services with Behavioral Health Systems, Inc. which provides mental health/substance abuse managed care/employee assistance for the employees of Jefferson County. Said renewal of contract is for one year from October 1, 2012 to September 30, 2013 with the option to extend the contract with Behavioral Health Systems for one additional year at the current rate.

Contract Amendment No. 1 (Renewal)

This amendment to Contract entered into this 1st day of October, 2012, between Jefferson County, Alabama, hereinafter called "the County" and Behavioral Health Systems, Inc. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Mental Health /Substance Abuse Managed Care/Employee Assistance Program Services; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 1st day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Pages 218 - 222 is hereby amended as follows:

Item 6. Amend the Term of Agreement paragraph as follows: The effective date of the Agreement is October 1, 2012 and its term is to September 30, 2013.

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

Behavioral Health Systems, 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.

Aug-28-2012-669

WHEREAS, Jefferson County Commission, through the Human Resources Department, desires to enter into a Broker of Record Agreement with Molton, Allen & Williams, LLC, and

WHEREAS, the proposed Agreement calls for soliciting bids on behalf of the Commission for Property & Casualty, Boiler & Pressure Vessel; Excess Workers' Compensation; Crime and Dishonesty; and Professional Liability and General Liability (Malpractice) insurance coverage to mitigate risk of exposure or loss/damage to properties owned by the County, and

WHEREAS, the agreed cost of the proposed Agreement shall be \$50,000.00 for the period of September 1, 2012 through August 31, 2013 payable in four quarterly payments of \$12,500 beginning September 1, 2012.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Commission President be authorized to execute the Broker of Record Agreement with Molton, Allen & Williams, LLC.

PROFESSIONAL SERVICES CONTRACT

THE AGREEMENT entered into this ___ day of ___, 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Molton, Allen & Williams, LLC located at 1000 Urban Center Drive, Suite 400, Birmingham, AL 35243 called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for broker of record services for the Human Resources Department, hereinafter called "Human Resources", and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide insurance Broker of Record Services to include the solicitation and placement of insurance in the best interests of Jefferson County Commission. The Contractor shall review and evaluate the County's exposure to risk; prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy for the County's major loss exposure areas prior to policy renewal; assist in developing underwriting data and specifications for renewal negotiations; provide trended values for property insurance policies; with participation of the Director of Human Resources or her designee, obtain bids from the insurance industry and negotiate the best terms and coverage for the various exposure areas and submit information to the director of Human Resources

for approval by the Commission; evaluate the commitment and financial stability of the underwriters; service existing insurance policies by tendering losses, reviewing coverage issues, assisting in collection of losses, reporting values, issuing Certificates of Insurance as needed, processing policy changes, etc., in a timely manner;; obtain initial premium renewals and negotiate for the lowest renewal rates - seek and analyze premium rates with comparable benefits providers, giving preference to the local markets if they are in the best interest of the County; provide updates on legislative issues and cost trends; provide assistance in developing strategy for cost containment and annual renewals; analyze the County's exposure to loss, adequacy of coverage, and develop options on coverage not presently purchased by the County; provide service for day-to-day contact on insurance matters; assist the County in developing insurance requirements for the various contracts (design, construction, and services) and in reviewing insurance policies, contracts, leases, and bonds as requested by the County; prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year (the report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year; provide other services that are normally and customarily required of an insurance broker for County government. Insurances include excess worker's compensation, property & casualty, boiler & machinery, crime & dishonesty, and general and professional liability (malpractice).

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK The term of the contract is for one year (1) September 1, 2012 through August 31, 2013. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.

4. COMPENSATION: For the period of September 1, 2012 to August 31, 2013 for the fixed fee of \$50,000.00, payable in lump sum by or before September 1, 2012. Any renewal of contract will be negotiated prior to taking effect.

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

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

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

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

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

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

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

12. LIABILITY:

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

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

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

Client: Jefferson County Commission Human Resources
Director of Human Resources
716 N Richard Arrington Jr. Blvd.
Suite A610
Birmingham, AL 35203

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

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

Copy to: Jefferson County Commission
County Manager
716 N Richard Arrington
Suite 251
Birmingham, AL 35203

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

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

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

17. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing

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

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

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

CONTRACTOR:

Authorized Representative

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Aug-28-2012-670

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with Delta Dental Insurance Company which provides voluntary group dental insurance coverage to participating employees of Jefferson County. Said Contract is for three years from October 1, 2012 to September 30, 2015.

Monthly insurance premiums are as follows for first two (2) years: with an 8% third (3rd) year cap.

- | | |
|-------------|---------|
| • Single | \$18.92 |
| • Single +1 | \$36.89 |
| • Family | \$53.41 |

CON-0000

RFP # 153-12

PROFESSIONAL SERVICES CONTRACT
VOLUNTARY GROUP DENTAL PROGRAM

THIS AGREEMENT entered into this 11th day of September 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Delta Dental Insurance Company, located at 1130 Sanctuary Parkway, Alpharetta, Georgia 30009, hereinafter called "the Contractor". The effective date of this agreement shall be September 11, 2012.

WHEREAS, the County desires to contract for professional services for group voluntary dental insurance coverage for the employees of Jefferson County; 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: The contract results from proposals solicited on behalf of the Jefferson County Commission, RFP# 153-12 titled "Group Voluntary Dental Benefits Proposal", dated July 16, 2012, the terms of which are included herein by reference. The contractor shall perform all necessary professional services provided under this contract as required by the County. The Contractor shall provide the following Group Voluntary Dental Benefits to County employees in a satisfactory and proper professional manner, as outlined in its proposal to include but not limited to:
 - Preventive Services: 100% paid In-Network; 100% paid Out-of-Network to include:
 - a. Emergency Palliative Treatment
 - b. Oral Examination twice in any 12-month period
 - c. Bitewing x-rays twice in any 12-month period, under age 18, once in any 12-month period, over age 18, full mouth series every five years
 - d. Teeth Cleaning twice in any 12-month period
 - e. Fluoride Treatments for Children twice in any 12-month period under age 19

- f. Space Maintainers for Children under age 16
 - g. Topical Sealants for unrestored molar teeth one treatment for children under age 16 in a three (3) year period
 - h. Additional benefits for pregnant enrollees - one oral exam and either one additional cleaning or one additional periodontal scaling and root planing per quadrant
- Basic Services: 80% paid In-network; 70% paid Out-of-Network
 - a. Laboratory Test
 - b. Diagnostic Consultation - one per year
 - c. Fillings: Amalgam, Silicate & Acrylic
 - d. Crowns: Stainless Steel
 - e. Simple Extractions
 - f. Repairs of dentures, bridgework, crowns, etc.
 - g. General Anesthesia - surgical procedures only
 - h. Injectable Antibiotics - for treatment of a dental condition only
 - i. X-rays
 - Major Services: 50% paid In-Network; 50% paid Out-of-network
 - a. Endodontic Services/Root Canal therapy
 - b. Periodontal Services/Surgery
 - c. Oral Surgery/Surgical Extractions
 - d. Bridges Installation: Fixed and Removable
 - e. Dentures: Full and Partial
 - f. Crowns: Acrylic Metal, Porcelain
 - g. Inlays
 - h. Onlays
 - i. Posts
 - Deductible:
 - a. In-Network - \$50 (Waived for Preventive Services)
 - b. Out-of-Network - \$100 (Not waived for Preventive Services)
 - Maximum Benefit per Person per Year:
 - a. In-Network: \$1250
 - b. Out-of-Network: \$1000
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the participating employees of Jefferson County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2015
4. COMPENSATION: The Contractor shall be compensated 100% by the participating County employees for services rendered at a cost of:
- Single: Single: \$18.92/Month
 - Single + 1: \$36.89/Month
 - Family \$53.41/Month
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. 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.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. 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.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the County, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

13. VIOLATION

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

14. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

15. STATEMENT REGARDING BANKRUPTCY: Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, the County Commission has resolved that it will pay its trade debts that arose before the County filed for chapter 9 as and when those debts become due, so long as the vendor to whom such debt is due continues to provide goods and services to the County while it is in chapter 9 on the same terms that it provided goods and services to the County before it filed for chapter 9. Also, any goods and services provided to the County after it filed for chapter 9 will, of course, be paid by the County in accordance with the parties' agreed upon terms.

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

Delta Dental Insurance Company

Dick Aracich, Vice President

Eastern Region Sales

Jefferson County, Alabama

W. D. Carrington, President

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

Aug-28-2012-671

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:
Kenneth Bailey, Sheriff's Office was granted a military leave of absence from February 28, 2012 to April 28, 2012 and the amount of pension contributions due Kenneth Bailey is \$388.24 plus the County matching contributions of \$388.24 for a total of \$776.48.

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

Aug-28-2012-672

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.

Amendments/Agreements with the following for FY2012-2013:

- a. People Admin, Inc. - to provide online application software and hosting - \$70,000
- b. Sienna Consulting - to provide valid and legally defensible employment selection test for entry-level Police Officer/Deputy Sheriff and Firefighters - \$35,000
- c. AL.com - to provide internet marketing production and advertising services - \$17,700
- d. Perceptive Software - to provide maintenance for Image Now document imaging and management software tool - \$12,418

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

Aug-28-2012-673

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Valley Creek WWTP Final Clarifier Drive Renewal Project, such bids having been opened on Thursday, May 30, 2012 and listed as follows:

	Contractor	Amount Bid
1.	B.L. Harbert International LLC	\$ 654,000.00
2.	P. F. Moon & Company	\$ 672,000.00
3.	Haren Construction	\$ 704,000.00
4.	DRMM Utilities LLC	\$ 876,000.00

WHEREAS, after tabulation and certification by the Purchasing Department staff, it has been recommended that the contract for the Valley Creek WWTP Final Clarifier Drive Renewal Project be awarded to B.L. Harbert International LLC., in the amount of \$654,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Aug-28-2012-674

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2012 Sanitary Sewer Repair and Replacement, Contract 1 project, such certified bids having been open on Thursday, June 28, 2012 and listed as follows:

	Contractor	Amount Bid
1.	Baird Contracting Co., Inc.	\$ 3,409,181.06
2.	Bama Utility Contractors, Inc.	\$ 3,705,747.00
3.	Russo Corporation	\$ 4,618,024.32

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the 2012 Sanitary Sewer Repair and Replacement, Contract 1 be awarded to Baird Contracting Co., Inc. in the amount of \$3,409,181.06.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W.D. Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Aug-28-2012-675

WHEREAS, the County and the Consultant have previously entered into an Agreement for professional services with Hazen and Sawyer, P.C., titled "Agreement to Provide Professional Engineering Services for Jefferson County Environmental Services Department Valley Creek WWTP Energy and Process Optimization Improvement Project" dated June 26, 2012; and

WHEREAS, under the provisions of Article IV, Section 5 of the Agreement the County has the right to terminate the Agreement at its sole discretion upon the provision of ten days written notice to the Consultant, and

WHEREAS, it has been determined that it is in the best interest of the County to terminate the Agreement, and

WHEREAS, the County has not provided the Consultant with written notice to commence work under Article II A. of the Agreement, and no financial obligation exists by the County to the Consultant related to this Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the "Agreement to Provide Professional Engineering Services for Jefferson County Environmental Services Department Valley Creek WWTP Energy and Process Optimization Improvement Project" is hereby terminated in accordance with the terms of the Agreement and that the County Manager is hereby directed to provide the required notice to the Consultant.

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

Aug-28-2012-676

WHEREAS, the County and the Consultant have previously entered into an Agreement for professional services with Atkins North America, Inc., titled "2012 Agreement for Professional Services for the Engineering Survey of Sanitary Sewer Manholes" dated May 15, 2012; and

WHEREAS, under the provisions of Article IV, Section 5 of the Agreement the County has the right to terminate the Agreement at its sole discretion upon the provision of ten days written notice to the Consultant, and

WHEREAS, it has been determined that it is in the best interest of the County to terminate the Agreement, and

WHEREAS, the County has not provided the Consultant with written notice to commence work under Article II A. of the Agreement, and no financial obligation exists by the County to the Consultant related to this Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the "2012 Agreement for Professional Services for the Engineering Survey of Sanitary Sewer Manholes" is hereby terminated in accordance with the terms of the Agreement and that the County Manager is hereby directed to provide the required notice to the Consultant.

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
8/28/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE SUPPLIES, BUTCHER PAPER, CLOTHES HANGERS	CORONER/MEDICAL EXAM	122.16	1900062044
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	61.44	1900061889
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAILOUT	GEN SVCS: ADMIN	121.60	1900062146
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	76.80	1900062162
*DISTRICT 1					382.00	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BOLTS & STEEL FENCE POSTS	R&T: HIWAY MAINT-KETONA	207.66	1900062185
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR VOLUNTEER TRAINING SHIP	SENIOR CITIZEN SER	50.00	1900061595
DISTRICT 2	1000193	JEFFERSON CO TREASURER	ROLL OF STAMPS AND VEHICLE CAR CHARGER FOR PHONE	R&T: HIGHWAY MAINT-BESS	128.96	1900061893
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES AND METAL TRANSITION CONNECTION	R&T: TRAFFIC ENG	296.99	1900061999
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL - R. EATON & G. THOMPSON	R&T: HIWAY MAINT-KETONA	59.50	1900061894
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PLUMBING SUPPLIES FOR CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	14.08	1900061958
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SCREWS & BOLTS	R&T: HIWAY MAINT-KETONA	183.02	1900062069
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - PROPERTY TAX (LOCKHART)	COMMUNITY DEV	96.11	1900061991
*DISTRICT 2					1,036.32	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDED LEVY	SHER ENFORCE-BESS	10.00	1900056255
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	REGIST.FEE/LEVIES	SHER ENFORCE-BESS	50.00	1900059234
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	REGISTRATION FEE & LEVIES PROBATED BESSEMER	SHER ENFORCE-BESS	16.00	1900061167
DISTRICT 3	1000193	JEFFERSON CO TREASURER	NOTARY SEAL & NOTARY STAMP	SHER CORRECT-BHAM	31.96	1900060761
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 80.17	REVENUE	80.17	1900061951
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS127.98	REVENUE	127.98	1900061952
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HDD, USB DRIVE	INFO TECH: TECH SER	152.97	1900061954
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITS-BRUCE THOMPSON 64.40	REVENUE	64.40	1900062005
DISTRICT 3	1000193	JEFFERSON CO TREASURER	10MMRS GRANT REIMB. - AIRGAS COMPRESS OXYGEN	EMA	86.44	1900061982
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITS-BRUCE THOMPSON 80.19	REVENUE	80.19	1900062004
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SHAMPOO FOR LICE	SHER CORRECT-BHAM	8.99	1900061998
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH	INFO TECH: TECH SER	99.99	1900062103
DISTRICT 3	1002831	REGINALD THREADGILL	REIMBURSEMENT FOR MANAGEMENT CLASS	TAX ASSESS BESS	100.66	1900061959
DISTRICT 3	1029424	PATRICK L DESCHAMPS S	R GRANT REIMBURSEMENT - PATRICK DESCHAMPS	EMA	3,956.25	1900062184
DISTRICT 3	1029425	RONALD D DILLARD	SR GRANT REIMBURSEMENT - RONALD DILLARD	EMA	4,000.00	1900062115

DISTRICT 3	1029428	FRANKLIN E DUNCAN OR	SR GRANT REIMBURSEMENT - FRANKLIN & TERRI DUNCAN	EMA	4,000.00	1900062007
DISTRICT 3	1029433	JOEL R HOGAN OR	SR GRANT REIMBURSEMENT - JOEL HOGAN	EMA	4,000.00	1900062177
DISTRICT 3	1029441	WILLIAM GARRY TUCKER	SR GRANT REIMBURSEMENT - WILLIAM G TUCKER	EMA	3,806.25	1900062116
DISTRICT 3	1029471	ERNEST PORTERFIELD	SR GRANT REIMBURSEMENT - ERNEST PORTERFIELD	EMA	3,750.00	1900062264
DISTRICT 3	1029480	JOSEPH E BRACKNER	SR GRANT REIMBURSEMENT - JOSEPH BRACKNER	EMA	4,000.00	1900062042
DISTRICT 3	1029482	TIM N CAMERON	SR GRANT REIMBURSEMENT - TIM CAMERON	EMA	4,000.00	1900062041
DISTRICT 3	1029514	BELINDA D SHARP NEWFIELD	SR GRANT REIMBURSEMENT - BELINDA NEWFIELD	EMA	3,971.25	1900062114
DISTRICT 3	1029731	C. RANSOM OR L. SCOGGINS	SR GRANT REIMBURSEMENT - CAROLYN RANSOM	EMA	4,000.00	1900062168
*DISTRICT 3					40,393.50	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR BATTERIES	SMWATER MGT AUTH	5.29	1900062156
DISTRICT 4	1001063	HABITAT FOR HUMANITY	120337M - HABITAT DID NOT DO THE WORK.	INSPECTION SERVICES	150.00	1900062176
*DISTRICT 4					155.29	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OPERATOR CERTIFICATION RENEWAL FEE	ES: LEEDS WWTP	40.00	1900062181
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GARY'S AWPCA ANNUAL DUES	ES: SANITATION ADMIN	40.00	1900062182
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOMMIE BRADFORD'S CLASS IV RENEWAL	ES: SANITATION ADMIN	55.00	1900062183
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C PARTS, TONER FOR OFFICE, MOUSE BAIT, BUTANE	ES: TURKEY CREEK WWTP	108.90	1900061231
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS,STEEL,PACKING,BELT,LOCK	ES: VILLAGE MAINT SHOP	451.28	1900061877
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BAG OF SULFUR FOR GROUNDSKEEPING	ES: LEEDS WWTP	8.99	1900061984
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOL PARTS;LAMPS;CONNECTOR;	ES: VILLAGE ELEC SHOP	414.28	1900061997
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES FOR U.V. SYSTEM	ES: LEEDS WWTP	13.92	1900061987
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ICE MAKER REPAIR	ES: CONSTRUCT SEWER LINE	459.97	1900061891
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLAMPS FOR HOSES	ES: LEEDS WWTP	5.00	1900061955
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MAILING OF COMPLIANCE DOCUMENTS TO EPA	ES: SANITATION ADMIN	48.20	1900061980
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN OIL, KEY, CDL'S, TOILET PARTS, SPARK PLUG	ES: VILLAGE LINE MAINT	168.67	1900061993
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTERS, CDL, POLICE REPORT	ES: TV INSPEC & GROUTING	83.00	1900061994
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SLING & CONNECTING LINL	ES: VILLAGE MAINT SHOP	130.12	1900061899
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLING,INKJETS,CDL,CAP SCREW,NUTS,OIL,KEYS,FILTE	ES: SHADES LINE MAINT	148.54	1900061995
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIESEL EXHAUST FLUID, EPOXY	ES: CONSTRUCT SEWER LINE	27.13	1900061892
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE AND PENS	ES: TURKEY CREEK WWTP	38.98	1900061834
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT ROPE TO TIE OFF MIXER	ES: CAHABA RIVER WWTP	15.33	1900062062
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUNTY VEHICLE ACCIDENT REPORT	ES: CAHABA RIVER WWTP	5.00	1900062063
DISTRICT 5	1000193	JEFFERSON CO TREASURER	URINAL REPAIR KIT	ES: CAHABA RIVER WWTP	47.68	1900062064
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMERGENCY REPAIR - DRIVE FOR POLYMER PUMP	ES: CAHABA RIVER WWTP	197.00	1900062065
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRICAL PARTS	ES: CAHABA RIVER WWTP	8.32	1900062066
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HYD FILTER,DUCT SEAL,ALUM RIVETS,SURE FLEX FLANGE,	ES: PKAGE WWTP & PUMP STA	206.90	1900062067
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MAILING OF COMPLIANCE DOCUMENTS TO EPA	ES: SANITATION ADMIN	15.80	1900062068
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NUTS, BOLTS, SMALL SOCKET SET	ES: SURVEY ENG & CONSTR	49.97	1900061985
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWERE ALARM AT LEEDS	ES: LEEDS WWTP	9.32	1900061992
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOLS;AIR VALVE;	ES: FIVE MILE MAINT SHOP	143.53	1900062076
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAFETY MEETING OUTLINES, 1/2" LUG NUTS	ES: CONSTRUCT SEWER LINE	133.00	1900062169
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ANCHOR KIT,CELL PHONE BATTERY,GROUND ROD,CLAMP,BAR	ES: PKAGE WWTP & PUMP STA	388.39	1900062154
DISTRICT 5	1000193	JEFFERSON CO TREASURER	4 PIECE TIE DOWN RATCHET TIES	ES: BARTON LAB	25.98	1900062121
DISTRICT 5	1023265	DAVID L WILLOUGHBY	TRAVEL REIMBURSEMENT FOR REGISTRATION	ES: SANITATION ADMIN	145.00	1900062187
DISTRICT 5	1029953	CARROL E. BANES	BANES, CARROL RETIREE REFUND HEALTH CARE	HR ADMIN	117.92	1900061986
DISTRICT 5	1029966	DEREK BROWN	ASSESSOR_DEREK BR OWN_2012CLERICALASSESSMENT	PER BD: TESTING	200.39	1900062009
DISTRICT 5	1029967	SHANIQUE BROWN	ASSESSOR_SHANIQUEBROWN_2012CLERICALASSESSMENT	PER BD: TESTING	125.00	1900062010
DISTRICT 5	1029968	NICHELLE CARPENTER	ASSESSOR_NICHELLECARPENTER_2012CLERICALASSESSMENT	PER BD: TESTING	245.15	1900062011
DISTRICT 5	1029969	NICOLE COLLINS	ASSESSOR_NICOLECOLLINS_2012CLERICALASSESSMENT	PER BD: TESTING	252.98	1900062012
DISTRICT 5	1029970	LORRAINE DAWSON	ASSESSOR_LORRAINEDAWSON_2012CLERICALASSESSMENT	PER BD: TESTING	175.00	1900062013
DISTRICT 5	1029971	MICHAEL EKEMA-AGBAW	ASSESSOR_MICHAELEKEMAAGBAW_2012CLERICALASSESSMENT	PER BD: TESTING	235.00	1900062045
DISTRICT 5	1029972	SOFIA GAYOU	ASSESSOR_SOFIAGAYOU_2012CLERICALASSESSMENT	PER BD: TESTING	191.48	1900062046
DISTRICT 5	1029973	NICHOLAS GRISAK	ASSESSOR_NICHOLASGRISAK_2012CLERICALASSESSMENT	PER BD: TESTING	394.73	1900062047
DISTRICT 5	1029974	CLINTON HOARD	ASSESSOR_CLINTONHOARD_2012CLERICALASSESSMENT	PER BD: TESTING	253.39	1900062048
DISTRICT 5	1029975	NING HOU	ASSESSOR_NINGHOU_2012CLERICALASSESSMENT	PER BD: TESTING	241.64	1900062049
DISTRICT 5	1029976	GREGORY HUMMEL	ASSESSOR_GREGORYHUMMEL_2012CLERICALASSESSMENT	PER BD: TESTING	125.00	1900062050
DISTRICT 5	1029977	JANESSA JONES	ASSESSOR_JANESSAJONES_2012CLERICALASSESSMENT	PER BD: TESTING	190.00	1900062051
DISTRICT 5	1029978	MABEL MASON	ASSESSOR_MABELMASON_2012CLERICALASSESSMENT	PER BD: TESTING	175.00	1900062052
DISTRICT 5	1029979	SARAH MOGAN	ASSESSOR_SARAHMOGAN_2012CLERICALASSESSMENT	PER BD: TESTING	250.14	1900062053
DISTRICT 5	1029980	JAVIER OSPINA	ASSESSOR_JAVIEROSPINA_2012CLERICALASSESSMENT	PER BD: TESTING	211.27	1900062054
DISTRICT 5	1029981	DANIELA PENNA	ASSESSOR_DANIELAPENNA_2012CLERICALASSESSMENT	PER BD: TESTING	125.00	1900062055
DISTRICT 5	1029984	RUTH-ANNE POLI	ASSESSOR_RUTHANNPOLI_2012CLERICALASSESSMENT	PER BD: TESTING	145.25	1900062056
DISTRICT 5	1029985	JANA STILL	ASSESSOR_JANASTILL_2012CLERICALASSESSMENT	PER BD: TESTING	325.07	1900062057
DISTRICT 5	1029986	ISAAC THOMPSON	ASSESSOR_ISAACTHOMPSON_2012CLERICALASSESSMENT	PER BD: TESTING	246.50	1900062058
DISTRICT 5	1029987	CAROLYN WAGNER	ASSESSORCAROLYNWAGNER_2012CLERICALASSESSMENT	PER BD: TESTING	183.10	1900062059
*DISTRICT 5					8,042.21	
**					50,009.32	

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

Aug-28-2012-677

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute and Cavanaugh MacDonald Consulting, Inc. to provide other Post-Employment Benefits (OPEB) actuarial services for the base year ended on September 30, 2008 in the amount of \$8,000.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County"), and Cavanaugh Macdonald Consulting, LLC hereinafter called "The Contractor". The effective date of this agreement shall be August 7, 2012.

WITNESSETH:

WHEREAS, the parties desire to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on October 11, 2011, at M.B.162, Pg. 289-293, and is hereby amended as follows:

The compensation is increased by \$8,000 for the full valuation of the County's Post-employment Benefit Plan for September 30, 2008, for total compensation of \$32,000.

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages

resulting therefrom.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CONTRACTOR

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

Aug-28-2012-678

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Blackbaud, Inc. to provide fund accounting software maintenance for the period July 1, 2012 - June 30, 2013 in the amount of \$7,202.50.

CONTRACT NO.: 00002746

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of July, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County", and Blackbaud, Inc., hereinafter referred to as the "Contractor" to provide annual Software Maintenance and Support for Fund Accounting

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's original contract number 00001794, approved by Commission November 23, 2010, recorded in MB 161, Pages 37-39 and contract Amendment I, approved by commission July 12, 2011, recorded in MB 162, page 45.

Item 3. Amend Term of Contract: July 1, 2012 through June 30, 2013.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Blackbaud

Authorized Signature

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

Aug-28-2012-679

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.

Week of 7/31/12 - 8/6/12

RECOMMENDED FOR:

- ENVIRONMENTAL SERVICES FROM MAYER ELECTRIC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELECTRICAL SUPPLIES ON AS NEEDED BASIS FOR FY12.
SAP PURCHASE ORDER # 2000063136 CHANGE ORDER \$ 5,000.00 REFERENCE BID # 92-10
PURCHASE ORDER \$20,000.00 TOTAL
- ENVIRONMENTAL SERVICES ADMINISTRATION FROM WORKTRUX LLC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRICE INCREASE ON TRUCK CRANE BODY.
SAP PURCHASE ORDER # 2000065475 CHANGE ORDER \$ 1,421.50

- STATE OF ALABAMA CONTRACT # T195A PURCHASE ORDER \$20,595.00 TOTAL
3. ENVIRONMENTAL SERVICES ADMINISTRATION FRO WORKTRUX LLC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRICE INCREASE ON TRUCK CRANE BODY.
SAP PURCHASE ORDER # 2000065479 CHANGE ORDER \$ 1,421.50
STATE OF ALABAMA CONTRACT # 195A PURCHASE ORDER \$20,595.00 TOTAL
 4. ENVIRONMENTAL SERVICES - VALLEY CREEK WWTP FROM HILE CONTROLS OF ALABAMA, PELHAM, AL, TO AWARD BID FOR TWELVE (12) POLYMER FLOW METERS - MAG TYPE. SAP PURCHASE ORDER # 2000066786
\$21,900.00 TOTAL ONE TIME PURCHASE
 5. ENVIRONMENTAL SERVICES - VILLAGE CREEK WWTP FROM TIM GLOVER DB/A FENCE MAN, BESSEMER, AL, TO REPLACE SLIDE GATE DRIVE RAIL AND 4X4 GATE POST. SAP PURCHASE ORDER # 2000066819
\$12,463.00 TOTAL
 6. BOARD OF EQUALIZATION FROM PITNEY BOWES, PITTSBURGH, PA, TO PURCHASE FOLDING AND INSERTING SYSTEM, AND DROP STACKER (INCLUDES INSTALLATION, 90 DAY MAINTENANCE AND TRAINING.
SAP PURCHASE ORDER # 2000066750 \$12,928.00 TOTAL STATE OF ALABAMA CONTRACT #T311
 7. ROADS AND TRANSPORTATION BRIDGE DIVISION WAREHOUSE FROM UNITED PLYWOOD, BIRMINGHAM, AL, PURCHASE ORDER FOR YELLOW PINE LUMBER - 2X4X8 AND PLYFORM - 3/4X4X8.
SAP PURCHASE ORDER # 7000008223 \$8,870.40 TOTAL
 8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS AND REPAIRS AS NEEDED FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059463 CHANGE ORDER \$25,000.00
PURCHASE ORDER \$92,000.00 TOTAL
 9. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM FLEET PRIDE INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS AND REPAIRS AS NEEDED FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059447 CHANGE ORDER \$ 6,000.00
PURCHASE ORDER \$17,000.00 TOTAL
 10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS AND REPAIRS AS NEEDED FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059362 CHANGE ORDER \$ 8,500.00
PURCHASE ORDER \$28,000.00 TOTAL
 11. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KURTS TRUCK AND PARTS COMPANY, BIRMINGHAM, AL CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS AND REPAIRS AS NEEDED FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER #20000059378
CHANGE ORDER \$2,000 PURCHASE ORDER \$11,000.00 TOTAL
 12. COOPER GREEN MERCY HOSPITAL (STORES) FROM RURAL METRO, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY 2012 INVOICES FOR PATIENT TRANSPORT.
SAP PURCHASE ORDER # 2000064752 CHANGE ORDER \$22,099.68 REFERENCE BID # 5-11
PURCHASE ORDER \$67,099.68 TOTAL
 13. ENVIRONMENTAL SERVICES WWTP FROM GEO SPECIALTY CHEMICALS, LITTLE ROCK, AR, TO AWARD CONTRACT FOR LIQUID ALUM. CONTRACT PERIOD: 10/1/12 - 9/30/13. REFERENCE BID # 133-12
FORECASTED ESTIMATE FY 13 \$121,899.00 TOTAL

For Week of 08/07/12 - 08/13/12

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER, FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD CONTRACT FOR WHIRLPOOL SUPPLIES. CONTRACT PERIOD: 8/2/2012 - 8/27/2013.
REFERENCE BID # 147-12 FORECASTED ESTIMATE FY13 \$11,683.40 TOTAL
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR, NORCROSS, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR BLOOD SUPPLIES. CONTRACT PERIOD: 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000059983 CHANGE ORDER \$ 9,000.00
REFERENCE BID # 23-11 PURCHASE ORDER \$49,000.00 TOTAL
3. TAX ASSESSOR OFFICE FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA BIZHUB PRESS C7000. CONTRACT PERIOD: 11/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000066933
\$24,708.00 TOTAL REFERENCE BID # 150-11
4. COOPER GREEN MERCY HOSPITAL FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, CHANGE ORDER TO

- ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINT MAINTENANCE. CONTRACT PERIOD: 10/01/11 - 9/30/12.
SAP PURCHASE ORDER # 2000064913 CHANGE ORDER \$ 9,000.00 REFERENCE BID # 104-09
PURCHASE ORDER \$64,000.00 TOTAL
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM EQUIPMENT AND PARTS SPECIALTY INCORPORATED, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTO PARTS AND REPAIRS AS NEEDED FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059445
CHANGE ORDER \$ 7,000.00 PURCHASE ORDER \$11,000.00 TOTAL
 6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM PREMIERE CHEVROLET, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTO PARTS AND REPAIRS AS NEEDED FOR THE PERIOD OF 10/1/11- 9/30/12. SAP PURCHASE ORDER # 2000059474 CHANGE ORDER \$1,200.00
PURCHASE ORDER \$2,400.00 TOTAL
 7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NOVA TEC, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTO PARTS AND REPAIRS AS NEEDED FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059370 CHANGE ORDER \$ 1,200.00
PURCHASE ORDER \$11,500.00 TOTAL
 8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR AND EQUIPMENT, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTO PARTS AND REPAIRS AS NEEDED FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059368 CHANGE ORDER \$18,000.00
PURCHASE ORDER \$25,900.00 TOTAL
 9. JEFFERSON COUNTY FAMILY COURT FROM PITNEY BOWES, LOUISVILLE, KY, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR POSTAGE METER. CONTRACT PERIOD: 12/01/11 - 9/30/12.
SAP PURCHASE ORDER # 2000059362 CHANGE ORDER \$17,000.00
PURCHASE ORDER \$57,000.00 TOTAL
 10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM EQUIPMENT AND PARTS SPECIALTY, MONTGOMERY, AL, TO PURCHASE AN ALAMO BOOM ASSEMBLY FOR TRACTOR MOWER.
SAP PURCHASE ORDER # 2000066954 \$5,882.13 TOTAL
 11. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BURLINGTON, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FY12 INVOICES AND FUTURE BLANKET AGREEMENT PURCHASES FOR LABORATORY TESTING, GENERAL-REFERRAL. CONTRACT PERIOD: 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000059330 CHANGE ORDER \$ 54,000.00
REFERENCE BID # 192-10 PURCHASE ORDER \$349,000.00 TOTAL
 12. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY SUPPLY COMPANY, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR HEMATOLOGY SUPPLIES. CONTRACT PERIOD: 11/22/11 - 9/30/12. SAP PURCHASE ORDER # 2000060242
CHANGE ORDER \$ 4,000.00 REFERENCE BID # 12-12 PURCHASE ORDER \$16,300.00 TOTAL
 13. COOPER GREEN MERCY HOSPITAL FROM SHRED IT INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SHREDDING SERVICES. CONTRACT PERIOD: 10/01/11 - 9/30/12.
SAP PURCHASE ORDER # 2000062239 CHANGE ORDER \$3,500.00 REFERENCE BID # 162-11
PURCHASE ORDER \$4,650.00 TOTAL
 14. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BIOMERIEUX VITEK, ST. LOUIS, MI, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICE FOR BAC-T-LERT EQUIPMENT AND REAGENTS FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000060438 CHANGE ORDER \$ 6,000.00
REFERENCE BID # 115-09 PURCHASE ORDER \$24,000.00 TOTAL
 15. ENVIRONMENTAL SERVICES - VILLAGE CREEK LINE MAINTENANCE FROM GILBERT PUMP, MARY ESTHER, FL, TO PURCHASE FIVE (5) HYDROMANTIC PUMPS. SAP PURCHASE ORDER # 2000066934 \$14,500.00 TOTAL
 16. ROADS AND TRANSPORTATION: HIGHWAY MAINTENANCE-BESSEMER FROM HELENA CHEMICAL, SELMA, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HERBICIDE (LIQUID WEED KILLER). CONTRACT PERIOD: 12/13/11-09/30/12. SAP PURCHASE ORDER # 2000061468 CHANGE ORDER \$ 46,000.00
REFERENCE BID # 3-12 PURCHASE ORDER \$166,749.65 TOTAL
 17. INFORMATION TECHNOLOGY FROM BERNEY OFFICE SYSTEMS, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTER REPAIRS. CONTRACT PERIOD: 10/1/11- 9/30/12.
SAP PURCHASE ORDER # 2000061608 CHANGE ORDER \$ 5,000.00 REFERENCE BID # 104-09R
PURCHASE ORDER \$14,000.00 TOTAL

18. ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM SIEMENS INDUSTRY, BUFFALO GROVE, IL, EMERGENCY PURCHASE FOR GEAR ASSEMBLY FOR DIGESTER BEVEL PINION SHAFT COMPLETE WITH PINION OF BACK GEAR SHAFT - EMERGENCY PURCHASE DUE TO DIGESTER HAVING THIS PART TO OPERATE PROPERLY. ITEM APPROVED BY THE COMMISSION ON 8/14/2012 AS NEW BUSINESS. SAP PURCHASE #2000067032 \$10,822.00 TOTAL
 Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Purchasing Minutes be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Aug-28-2012-680

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

For Week of 07/31/12 - 08/06/12

1. COOPER GREEN MERCY HOSPITAL: ADMINISTRATION / GENERAL SERVICES FROM SIMPLEX GRINNELL LP, PALATINE, IL, TO PAY PAST DUE INVOICES FOR SERVICES PERFORMED ON CGMH SIMPLEX 2120 FIRE ALARM SYSTEM - INV#67844855 (\$2,064.75), INV#67839847 (\$725.00), INV#68001060 (\$521.90). NO MAINTENANCE CONTRACT IN PLACE. SAP PURCHASE ORDER # 2000066886 \$3,311.65 TOTAL

For Week of 08/07/12 - 08/13/12

1. ENVIRONMENTAL SERVICES: PACKAGE WWTP & PUMP STATIONS) FROM THOMPSON TRACTOR, BIRMINGHAM, AL, TO PAY INVOICE #ID18439 DATED 7/24/12 FOR SERVICES RENDERED ON GENERATOR. NO MAINTENANCE AGREEMENT CONTRACT IN PLACE. EMERGENCY REPAIR NEEDED DUE TO POWER OUTAGE. SAP PURCHASE ORDER # 2000066949 \$3,969.96 TOTAL
 2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THE CITY OF HOOVER, HOOVER, AL, PURCHASE ORDER FOR TEN (10) 2005 (USED) CHEVROLET TAHOE POLICE UTILITY VEHICLES. RESOLUTION TO TRANSFER FUNDS ADOPTED BY COMMISSION ON 6.12.12. SAP PURCHASE ORDER # 2000067022 \$100,000.00 TOTAL

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

Aug-28-2012-681

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 7/31/12 - 8/6/12 and 8/7/12 - 8/13/12, 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.

STAFF DEVELOPMENT

Multiple Staff Development

Community & Economic Development - 2 participants

TaMorya L. Johnson-Jones	(State funds)	\$1,425.91
Keith Strother		\$1,324.40
National Assn. of Workforce Development Professionals Conference Chicago, IL – November 12-15, 2012		

Environmental Services - 2 participants

Rodney Currington		\$ 823.96
Tari Holt		\$1,175.05
North Carolina Pretreatment Annual Conference 2012 Wrightsville, NC – September 22-26, 2012		
	CEU	

Stormwater Management - 2 participants

Johanna Burwinkle		\$503.71
Amanda Elledge		\$503.71
2012 Annual Education Conference of the SE Stormwater Association		

Chattanooga, TN – October 17-19, 2012

NPDES mandate

Individual Staff Development

Revenue

Wesley Moore \$3,035.77
Tax Audit
Cleveland & Cincinnati, OH and Crestview, KY
September 8-21, 2012

Edgar Woodis \$3,332.14
Tax Audit
Cleveland, OH & Wayne, PA – September 8-22, 2012

Roads & Transportation

Paul Rick Turner \$365.00
International Right of Way Assn. Principles of Real Estate Law
Online Course

Sheriff's Office

Jimmy Sparks \$873.44
2012 AL Criminal Justice Information Center Uses Conference
Gulf Shores, AL – September 17-20, 2012

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. Roads & Transportation \$35,000

Shift funds and add purchasing memorandum to purchase a replacement digital copier.

2. General Services \$6,400

Add purchasing memorandum to purchase a ticket dispenser.

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

REQUEST FOR CERTIFICATIONS

Finance

Accounting Assistant II - 3 positions

Administrative Assistant I

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

Aug-28-2012-682

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute an agreement with MGT of America, Inc. to prepare two cost allocation plans for Jefferson County, (1) a Full Cost Allocation Plan and (2) an OMB A-87 Allocation Plan for the fiscal year ended September 30, 2012 at an amount not to exceed \$17,300.00

CON-00004226

RFP#: 142-12

COST ALLOCATION PLAN

Fiscal Years 2012, 2013, 2014

THIS AGREEMENT entered into this 1st day of August 28, 2012, by and between Jefferson County, Alabama, hereinafter called "the County"; and MGT of America, Inc., located at 2123 Centre Pointe Blvd., Tallahassee, FL 32308, hereinafter called "the Contractor". The

effective date of this agreement shall be August 28, 2012.

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

WHEREAS, the Contractor desires to furnish said cost allocation plan 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. SCOPE OF WORK: This Contract results from Jefferson County's Request for Proposal 142-12, dated June 15, 2012, the terms of which are included herein by reference. The Contractor shall provide the following:

A. Develop a detailed cost allocation plan in accordance with following the policies and procedures of OMB A-87. Start Date August 28, 2012 Completion Day 12 Weeks from Start Date.

B. Develop strategies and procedures recommended for implementation. Start Date: August 28, 2012 Completion 12 Weeks from Start Date.

C. Identify opportunities to back claim indirect costs on grants that remain open, or to offset indirect costs that are disallowed. Start Date: August 28, 2012 Completion 12 Weeks from Start Date.

D. Distribution of Central Services to departments as appropriate. Start Date: August 28, 2012 Completion 12 Weeks from Start Date.

E. Determine and document departmental/program cost. Start Date: August 28, 2012 Completion 12 Weeks from Start Date.

F. Determine "charge back" initiatives". Start Date: August 28, 2012 Completion 12 Weeks from Start Date.

G. Determine total costs of grantee departments that use public fees. Start Date: August 28, 2012 Completion 12 Weeks from Start Date.

H. Determine values associated with federally funded programs for reimbursements. Start Date: August 28, 2012 Completion 12 Weeks from Start Date.

I. Provide a summary of potential indirect cost recoveries. Start Date: August 28, 2012 Completion 12 Weeks from Start Date.

J. Obtain all expenditure and statistical information from financial statements and actual data.

3. TERM OF CONTRACT: The Contractor shall provide a Cost Allocation Plan to the County within time frame as negotiated between both parties after the effective date of this contract. The contractor will provide ongoing support until the end of the contract. The completion date of all services under this Contract is August 27, 2015.

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: The Contractor shall be compensated for services rendered at the cost shown In Schedule "A" (on file in the Minute Clerk's office) entitled "Compensation" upon submission of an itemized invoice.

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

9. TERMINATION 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.

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

11. 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 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

12. 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.

13. 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) days) after Purchase Order/contract date, Successful bidder is also required to include the bid number on the evidence of insurance.

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

16. COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

17. STATEMENT REGARDING BANKRUPTCY: Jefferson County filed for Chapter 9 bankruptcy protection on November 9, 2011, The County filed for Chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in Chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, the County Commission has resolved that it will pay its trade debts that arose before the County filed for Chapter 9 as and when those debts become due, so long as the vendor to whom such debt is due continues to provide goods and services to the County while it is in Chapter 9 on the same terms that it provided goods and services to the County before it filed for Chapter 9, Also, any goods and services provided to the County after it filed for Chapter 9 will, of course, be paid by the County in accordance with the parties' agreed upon terms.

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
Michelle Juarez, V. P. of Finance
MGT of America, Inc.

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

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

Aug-28-2012-683

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and SHI International Corporation to provide Microsoft exchange e-mail hosting for the period September 3, 2012 - July 31, 2013 in the amount of \$208,622.55

CONTRACT NO. 00004182

Microsoft 365

THIS AGREEMENT entered into this 1st day of September, 2012, by and between Jefferson County Alabama, Herein after called "the County", and SHI International Corporation called "the Contractor". The effective date of this agreement shall be September 3, 2012.

WHEREAS, the County- desires to contract for Microsoft 365 software, licenses and implementation services for the Jefferson County- Commission, hereinafter called "the Commission": and

WHEREAS, the Contractor desires to furnish said Microsoft 365 software, licenses and implementation services to the County.

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County's Request for Bid No. 144-12. The Bid describes the scope of services called for and the response contains the statements and representations of the Contractor, thereto. The entire response from SHI International Corporation constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services is listed in Appendix A.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The Contractor shall be available to render software, licenses and implementation services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on July 31, 2013 with the County's optional to renew for two (2) additional one (1) year terms.
4. **COMPENSATION:** The Contractor shall be compensated for software, licenses and implementation services the first year a sum not to exceed \$208,662.55.
5. **PAYMENT TERMS:** Net 30
6. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of 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 subcontractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or « here disclosure is required by law or mandated by a court of law.
9. **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.
10. **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.
11. **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.
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. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with an uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or

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

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

16. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

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

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

Jefferson County Commission

W.D. CARRINGTON

PRESIDENT

SHI International Corporation

Authorized Representative

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

Aug-28-2012-684

A RESOLUTION DECLARING TWO UNDERCOVER SHERIFF'S OFFICE VEHICLES SURPLUS AND
AUTHORIZING THE SHERIFF TO REPLACE THESE VEHICLES WITH COURT AWARDED VEHICLES OR
VEHICLES PURCHASED WITH CONFISCATED FUNDS. NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds, which receives its revenue from money awarded by the Court of Jefferson County to conduct drug/undercover abatement programs through the Jefferson County Sheriffs 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, two of these vehicles have exceeded their operability as undercover vehicles.

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

B0360119 - 2003 Dodge Ram 1500 Pick Up

A066070 - 2006 Nissan Altima

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

Aug-28-2012-685

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 Mike Hale as Sheriff of Jefferson County, Alabama.

Amendments to the Agreements with the following:

- a. Yarbrough Company - change Section 5 of contract that the Sheriff agrees to pay immediately upon receipt of properly submitted invoice for food services where there is no dispute as to the charges stated
- b. Clay -Chalkville Animal Clinic - to provide services for the care of K9 dogs for the period September 1, 2012 - September 30, 2013 - \$6,000
- c. Cellco Partnership d/b/a Version Wireless - to provide Mobile Web Enablement services through August 31, 2012 - \$96,000

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

Aug-28-2012-686

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Georgia Hospital Research & Education Foundation to provide data collection and reporting services for the period January 1, 2012 - December 31, 2012 in the amount of \$12,500.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an addendum identified as the Business Associate Privacy and Data Use Addendum to the Care Core Services Agreement and on file in the Minute Clerk's office.

CARE CORE SERVICES AGREEMENT

This CARE Core Services Agreement, dated as of January 1, 2012 (the "Effective Date") is made by and between the Georgia Hospital Association Research and Education Foundation ("GHAREF"), a Georgia non-profit corporation located at 1675 Terrell Mill Road, Atlanta, GA 30067 and Jefferson County Commission d/b/a Cooper Green Mercy Hospital ("Facility") located at 1515 Sixth Avenue, South Birmingham, AL 35233 . GHAREF and Facility are referred to herein jointly as the "Parties" and individually as a "Party."

Background:

WHEREAS, GHAREF developed the CARE program to assist hospitals by providing performance indicators and a variety of data, information, statistical analyses, external references and reports associated with clinical quality performance and outcomes; and

WHEREAS, GHAREF assisted in the development of CARE Core, a component of CARE that includes the methodology and tools to assist hospitals in the collection of data that meet the Joint Commission and the Center for Medicare and Medicaid Services ("CMS") Core Measure requirements, and

WHEREAS GHAREF is a vendor for the Joint Commission ORYX Performance Measurement System ("an ORYX Vendor") and a vendor for CMS ("CMS Vendor"); and

WHEREAS, Facility desires to participate in CARE Core and wishes to authorize GHAREF to provide the data collection, processing and reporting services described below (the "CARE Core Services") in its capacity as an ORYX Vendor and a CMS Vendor; and

WHEREAS, the Parties acknowledge that under the HIPAA Privacy Rule, Facility is a Covered Entity and GHA is a Business Associate of Facility with respect to the CARE Core Services; and

WHEREAS, the Parties acknowledge that GHA shall be subject to the terms of the Business Associate Privacy and Data Use Addendum; attached hereto, for purposes of conducting such services.

The Parties hereby agree as follows:

Terms and Conditions:

1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) Year (the "Term"). This Agreement may be renewed by Facility for an additional one (1) Year term (the "Renewal Term") upon at least thirty (30) days advanced written notice to GHAREF. A "Year" of the Term shall be defined as four consecutive quarters of data submission and reporting starting January 1, 2012. GHAREF will provide Care Core Services for Facility and access to reports, comparative benchmarks and data analysis tools by Facility for 1st Quarter, 2012, through 4th Quarter 2013. Reporting will be completed by GHAREF in accordance with the Joint Commission submission timelines, assuming GHAREF's timely receipt of Facility's data. Since 4th quarter 2013 data will not be processed and submitted to the Joint Commission until April 30th, 2014, Facility will have access to reports, comparative benchmarks and data analysis tools via the HeRMES Website (as hereinafter defined) through May 31, 2014.

2. Fees.

a. Annual Fee. Facility will pay GHAREF an annual fee equal to Twelve Thousand, Five Hundred Dollars (\$12,500) for the CARE Core Services (the "Annual Fee") for each Year of the Term. The Annual Fee shall include the following:

- Submission to the Joint Commission of up to four (4) core measure sets as defined by the Joint Commission; and (ii) Upon selection by Facility in Section 4 of this Agreement, submission of up to four (4) of the same core measure sets to CMS.

- User IDs and passwords for the users identified by Facility to access Facility's information via the secure and encrypted Health Research Medical Evaluation System website (the HeRMES Website) at www.h.ermesdb.net.

b. Additional Fees. Facility shall be charged Eight Hundred Dollars (\$800.00) per Year for each additional core measure set submitted to the Joint Commission or to CMS. In the event Facility directs GHAREF to submit non-core measures to the Joint Commission, the Parties agree to negotiate in good faith a written amendment to this Agreement setting forth the non-core measures to be submitted and the applicable fees for such data submission. GHAREF will invoice Facility for all such additional fees, if any, together with the Annual Fee.

c. American Medical Association (AMA) CPT Licensing Fee. In the event Facility selects the Hospital Outpatient Measure Set identified in Section 4 of this Agreement, Facility shall pay GHAREF an annual AMA CPT licensing fee in the amount of twelve dollars and fifty cents (\$12.50) for each Facility employee, agent or contractor who views reports provided under the terms of this Agreement on the HeRMES Website, when such reports incorporate AMA CPT Codes. GHAREF shall invoice Facility for AMA CPT licensing fees incurred for Year 1 of the Term on or around July 30, 2011 and shall invoice Facility for such fees for Year 2 of the Term on or around November 30, 2012.

3. Payment Terms.

a. Fees and Expenses. GHAREF will invoice Facility for the Annual Fee for Year 1 of the Term promptly following the Parties execution of this Agreement. GHAREF will invoice Facility for the Annual Fee for Year 2 of the Term on or around Jan. 31 st, 2013. GHAREF will invoice Facility for all other fees and expenses due hereunder as incurred, unless otherwise expressly provided herein.

b. Taxes. Amounts payable to GHAREF as specified herein are payable in full to GHAREF without deduction or set-off and are net of taxes. Facility shall be solely responsible for all sales, use, privilege, ad valorem, excise and other taxes or assessments (collectively, "Taxes"), however designated, as may be levied or based on this Agreement, except for taxes based on GHAREF's net income.

c. Payment. Facility shall pay all amounts due hereunder within thirty (30) days of the invoice

4. Core Measures Available for Selection. Facility hereby selects the following indicators as its core measures for reporting to the Joint Commission, to CMS or to both the Joint Commission and to CMS("Selected Core Measures"):

<i>Brief Description of Measure</i>	<i>Submit to Joint Commission</i>	<i>Submit to CMS</i>
Acute Myocardial Infarction (AMI)	√	
Children's Asthma Care Measures (CAC)		
Emergenc De artment Measures ED)	√	
Heart Failure Measures (HF)	√	
Hospital Outpatient Department Measures (HOP)	√	
Immunization Measures (IMM)	√	
Perinatal Care Measures (PC)		
Pneumonia Measures (PN)	√	
Stroke Measures (STK)		
Substance Use Measures (SUB)		
Surgical Care improvement Project (SCIP)	√	
Tobacco Treatment Measures (TOB)		
Venous Thromboembolism Measures (VTE)		

If Facility chooses more than four (4) Selected Core Measures, Facility shall be charged the additional fees set forth above in Section

2 (b) of this Agreement.

5. Facility Data Collection and Submission Requirements.

a. UB-04 Data Submission. Facility will submit its uniform billing data for institutional providers in the standard format for institutional claim transactions approved by the National Uniform Billing Committee ("UB-04 Data") to GHAREF as soon as possible, but in no event later than the following dates:

- Q1 June 1 2012
- Q2 September 1, 2012
- Q3 December 1, 2012
- Q4 March 1, 2013

GHAREF will utilize such UB-04 Data to develop data files that contain information for all Facility's patients meeting the requirements for the Selected Core Measures ("Selected Core Measures Data Files"). GHAREF will provide Selected Core Measures Data Files to Facility within three (3) business days of receipt, for use in populating the CMS Chart Abstraction and Reporting Tool "CART" or the GHAREF Data Abstraction Tool ("GHAREF Abstraction Tool").

b. Chart Abstraction. Facility will utilize the Selected Core Measures Data Files provided by GHAREF, and the relevant medical records, to complete the chart abstraction necessary to meet the Joint Commission's core measures specifications for the Selected Core Measures utilizing the CART or the GHAREF Abstraction Tool.

c. CART Tool Data Submission. In the event Facility utilizes the CART Tool, Facility will develop data files that include the abstracted data referenced in Section 5 (b) above for the Selected Core Measures ("Abstracted Data Files") in the required file format and will submit such Abstracted Data Files to GHAREF electronically via the HeRMES Website. Facility will submit the Abstracted Data Files to GHAREF as soon as possible after Facility receives the Selected Core Measures Data Files from GHAREF, but in no event later than the following dates:

- Q1 2012 June 15, 2012
- Q2 2012 September 15, 2012
- Q3-2012 December 15, 2012
- Q4-2012 March 15, 2012

*If Facility utilizes the GHAREF Abstraction Tool to develop Abstracted Data Files, Facility will not need to submit such Abstracted Data Files to GHAREF electronically.

6. Facility Responsibilities. Facility shall, in accordance with this Agreement and all applicable requirements and timelines:

- a. Choose at least four (4) Selected Core Measures in accordance with Facility's primary focus (e.g. consideration of high risk, high volume, and problem prone areas);
- b. Comply with the Joint Commission's or CMS's core measures definitions and data submission specifications;
- c. Ensure all data submitted to GHAREF in accordance with the terms of this Agreement are complete for each of Facility's Selected Core Measures and are submitted in accordance with the Data Submission Schedule referenced in Section 5;
- d. Check the CMS's QualityNet website to ensure all quarterly data submission requirements have been met, and notify GHAREF in writing if any deficiency exists within 15 days of the Joint Commission's Data Submission Deadline for the submission of such core measures, as set forth below. This subsection is applicable only in the event Facility selects core measures for reporting to CMS under Section 4 of this Agreement;

Data Submission Quarter	Joint Commission Deadline
Q 1-2012	July 31, 2012
Q2-2012	October 31, 2012
Q3-2012	January 31, 2013
Q4-2012	April 30, 2013

e. Utilize hardware and software that meets or exceeds the minimum hardware and software requirements specified below in order to collect and submit data to GHAREF and to use the HeRMES Website:

- Internet Explorer 6.0 or greater (IE 8 recommended);
- Pentium 4 1.4 GHz PC workstation configured with 512 MB of free RAM
- 1 GB hard drive space available
- Color monitor, display set at 1024 X 768 and minimum of 256 colors
- Windows XP with Service Pack 2 or Windows 2003 with SP2 and all current security patches applied

7. GHAREF Responsibilities. GHAREF shall maintain its status as an ORYX Vendor and a CMS Vendor, and in accordance with all the Joint Commission requirements and timelines:

a. Provide all necessary training and support to Facility regarding the CARE Core Services, including, without limitation, training and support for Facility's use of the CART and the HeRMES Website, which includes the GHAREF Abstraction Tool. GHAREF will provide

telephone technical and user support to Facility during the hours of 8:00 a.m. to 5:00 p.m. EST Monday-Friday, excluding holidays. Facility shall contact GHAREF directly for all needed support and maintenance;

b. Provide documentation to aid Facility in choosing Selected Core Measures in accordance with Facility's primary focus (e.g. consideration of high risk, high volume, and problem prone areas) and provide resources to facilitate Facility's data collection and abstraction;

c. Provide user IDs and passwords to Facility for the users identified by Facility to access Facility's reports, comparative benchmarks and data analysis tools on the HeRMES Website;

d. Facilitate submission/resubmission of Facility's UB-04 Data and Abstracted Data Files to GHAREF as set forth in Section 5 of this Agreement;

e. Receive and process Facility's UB-04 Data and Abstracted Data Files following Facility's submission of such data to GHAREF;

f. Provide Facility with error reports each time Facility submits UB-04 Data and Abstracted Data Files to GHAREF and technical assistance to ensure accurate and complete submission to the Joint Commission of Facility's Abstracted Data Files for the Selected Core Measures, and to CMS in the event Facility selects core measures for reporting to CMS under Section 4 of this Agreement;

g. Submit Facility's Abstracted Data Files to the Joint Commission, and to CMS in the event Facility selects core measures for reporting to CMS under Section 4 of this Agreement;

h. Provide Facility with reports, comparative benchmarks and data analysis tools on the HeRMES website to enable Facility to monitor its performance on Selected Core Measures; and

i. Provide user guides and technical specifications to facilitate data submission by Facility.

8. Termination.

a. Default. If either Party defaults in the observance or performance of any material obligation in this Agreement and such default is not cured or corrected within thirty (30) days after written notice thereof from the aggrieved party, the aggrieved party may, at its option, terminate this Agreement in whole or in part by written notice to the other Part-. If GHAREF so terminates this Agreement, GHAREF may accelerate all amounts due and to become due under this Agreement. If Facility so terminates this Agreement, Facility shall only be obligated to pay GHAREF all amounts incurred but unpaid through and including the effective date of termination. Upon the termination or expiration of this Agreement, Facility shall return to GHAREF all Proprietary Information (as hereinafter defined) that is in its possession or control.

b. Convenience. Upon thirty (30) days written notice to GHAREF, the Facility may without cause and without prejudice to any other right or remedy to Facility, elect to terminate the Agreement. If Facility so terminates this Agreement, Facility shall only be obligated to pay GHAREF all amounts incurred but unpaid through and including the effective date of termination. Upon the termination or expiration of this Agreement, Facility shall return to GHAREF all Proprietary Information (as hereinafter defined) that is in its possession or control.

9. Ownership.

a. Ownership of Proprietary Information. Facility acknowledges and agrees that all data, databases, software, analyses, studies, information, operating systems, application programs and database systems, together with all related specifications, documentation, designs, processes, procedures, methodologies, applications, techniques, ideas, formulas, and any enhancements, formatting and modifications thereto, developed or provided by GHAREF under or in connection with this Agreement (collectively, "Proprietary Information") are proprietary to GHAREF and title thereto shall remain the sole and exclusive property of GHAREF.

b. Ownership of Facility's Data. Facility shall retain all right, title and interest in and to Facility's data provided to GHAREF in accordance with the terms of this Agreement, including all derivatives and modifications made thereto by GHAREF in processing such data.

c. Ownership/Use of Information on HeRMES Website. GHAREF shall be the sole and exclusive owner of all Proprietary Information contained in the reports, comparative benchmarks and data analysis tools on the HeRMES website, and Facility shall be the sole and exclusive owner of all Facility's data contained therein. Facility shall have the unlimited right to use, modify, reproduce and/or distribute the reports, comparative benchmarks and data analysis tools (which may include proprietary and aggregate level information), in whole or in part, or combine the Reports with other information, as it sees fit.

10. Confidentiality.

a. GHAREF Obligations. GHAREF shall comply with all provisions of the Business Associate Privacy and Data Use Addendum (the "Addendum"), attached hereto and incorporated herein by reference, in the time and manner set forth in such Addendum. In addition, GHAREF shall treat all Facility's data provided to GHAREF in accordance with this Agreement, in whatever form or medium, as Facility's confidential information. Except as otherwise expressly provided herein, GHAREF shall not reproduce, duplicate, reveal, publish, transfer or disclose any if Facility's data to any third party (without Facility's consent) other than to the Joint Commission, and to CMS in the event Facility selects core measures for reporting to CMS under Section 4 of this Agreement. GHAREF agrees to take at least the same precautions and measures to safeguard the secrecy and confidentiality of, and proprietary rights to, Facility's data as it would with its own proprietary information. GHAREF agrees to require GHAREF and all of its employees, agents and other representatives who have access to any of Facility's data to adhere to these confidentiality obligations.

b. Facility Obligations. Facility shall keep all Proprietary Information confidential and shall not reproduce, duplicate, reveal, publish, transfer or disclose any Proprietary Information to anyone other than its employees with a "need to know" in the ordinary course and scope

of their employment. Facility agrees to take at least the same precautions and measures to safeguard the secrecy and confidentiality of, and proprietary rights to, the Proprietary Information as it would with its own proprietary information and agrees not to disclose such Proprietary Information to any third party without GHAREF's prior written consent. Facility agrees to require all its employees, agents and other representatives who have access to any Proprietary Information to adhere to these confidentiality obligations.

c. Exclusions. This Section 10 shall not be construed to restrict the use or disclosure of confidential information including Facility's data or Proprietary Information that (i) has been previously published or is now or becomes public knowledge through no act or omission of the receiving Party; (ii) at the time of disclosure to the receiving Party, is already in the possession of, or known to, such Party, (iii) is made available to a Party as a matter of right by any person or entity other than a Party hereunder, or (iv) is required by law to be disclosed pursuant to applicable law, order or regulation provided prompt notice of the same is given to the disclosing Party. The foregoing exceptions to the confidentiality provisions do not confer any license or other rights to either Party for any of the information referenced in such exceptions.

d. Breach. Each Party will give the other written notice of any breach of any confidentiality obligation set forth in this Agreement as soon as such Party becomes aware of the breach. Each Party agrees that any violation of the provisions of this Section 10 may cause irreparable harm to the other Party. Accordingly, in addition to any other remedies available to the aggrieved Party at law or in equity, the aggrieved Party shall be entitled to an injunction or other decree of specific performance with respect to any violation or threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. Nothing herein shall be construed as prohibiting the aggrieved Party from pursuing any other remedy available under this Agreement for such actual or threatened breach.

11. Limited Warranties/Limitation on Damages.

a. Access to the HeRMES Website. For the purposes of the HeRMES Website accessibility by Facility, prime time ("Prime Time") is defined as the hours of 8 a.m. to 5 p.m. EST, Monday through Friday. GHAREF may take down the HeRMES Website during Prime Time to conduct emergency maintenance. The HeRMES Website will be available to Facility for use in accordance with the terms of this Agreement at least 95% of the time during Prime Time, measured on a monthly basis, excluding any scheduled downtime. Access may be interrupted due to Facility's inability to access the HeRMES Website for reasons that are beyond the control of GHAREF. Facility acknowledges that its inability to access the HeRMES Website during these periods is to be expected, and shall not constitute a breach of this Agreement.

b. Service Warranty. GHAREF warrants that the CARE Core Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards, and in compliance with all applicable federal, state and local laws, rules and regulations.

c. Disclaimer. The CARE Core Services require use of data and/or information compiled from Facility and/or third party sources which GHAREF does not control and whose information has not been independently investigated or verified. Facility shall rely solely upon its business judgment in drawing conclusions from and making recommendations and taking action based on the CARE Core Services. Accordingly, except as expressly provided in this Agreement, GHAREF DOES NOT MAKE ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

d. Limitation of Liability Except for GHAREF's confidentiality and indemnification obligations, anything herein to the contrary notwithstanding, GHAREF's aggregate liability to Facility from any and all causes relating to the subject matter of this Agreement shall be limited to general money damages in an amount not to exceed the total fees paid by Facility to GHAREF under this Agreement. IN NO EVENT SHALL GHAREF BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action arising out of this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued.

12. Indemnification.

a. GHAREF Indemnification Obligations. GHAREF shall indemnify, defend and hold harmless Facility, and its and their directors, officers, employees, agents and subsidiaries, from and against all Costs arising from or relating to a third party claim that Facility's use or possession of the CARE Core Services or any portion thereof, infringes, violates or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right. This Section shall survive the termination of this agreement.

b. Facility Indemnification Obligations. To the extent allowed by law, Facility shall indemnify, defend and hold harmless GHAREF and its directors, officers, employees, agents and subsidiaries, from and against all Costs arising from third party claims arising out of or resulting from Facility's use or application of the CARE Core Services, except to the extent GHAREF is liable under Section 12(a) above.

c. Conditions to Indemnification. The obligation to provide indemnification under this Agreement shall be contingent upon the Party seeking indemnification to (i) provide the indemnifying Party with prompt written notice of any claim for which indemnification is sought, (ii) allow the indemnifying Party to control the defense and settlement of such claim, and (iii) cooperate fully with the indemnifying Party in connection with such defense and settlement.

13. Change in CARE Core Services. GHAREF reserves the right to alter, discontinue, or otherwise modify the CARE Core Services or other terms of this Agreement to incorporate changes the Joint Commission or CMS may make to the core measures specifications or to

GHAREF's requirements as an ORYX Vendor or a CMS Vendor or to incorporate changes based upon Facility's commentary which may be provided to GHAREF. Such modifications may include, but shall not be limited to (i) additions or deletions of the Core Measures available for selection as specified in Section 4, (ii) additions to or deletions from fields collected for an existing measure set, (iii) changes to acceptable values for existing fields, (iv) changes to definitions of core measures as defined as of the Effective Date, (v) the addition of new core measures added to core measure sets as defined in this Agreement, (vi) additional core measure sets defined by the Joint Commission or CMS after the Effective Date.

14. Miscellaneous. Paragraph headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing the provisions of this Agreement. Facility shall not assign this Agreement without the prior written consent of GHAREF. This Agreement shall be binding on, inure to, and be enforceable against the Parties and their respective successors and permitted assignees. No term or provision hereof will be considered waived by a Party, and no breach excused by a Party, unless such waiver or consent is in writing signed by the Party against whom the waiver is asserted. A waiver by a Party hereto shall not constitute a continuing waiver or a waiver of a different or subsequent breach. If any part of this Agreement is found invalid or unenforceable, the remainder of this Agreement will remain in full force and effect. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties, and a Party hereto has no authority to bind the other Parties or to incur any obligation on their behalf. The terms and conditions of this Agreement that expressly or by their nature ought to survive the termination or expiration hereof (including, without limitation, Sections 3, 9, 10, 11, and 12), shall so survive. This Agreement may be executed in one or more counterpart copies, each of which shall be considered an original, and all of which when taken together shall constitute one and the same agreement. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous promises, agreements and understandings, whether written or oral, pertaining thereto. GHAREF may not assign the services furnished under this Agreement to any third party without the prior written permission of Facility. This Agreement cannot be modified, amended or rescinded except by a writing duly executed by an authorized representative of the Party to be charged.

AGREED TO BY:

FACILITY:

Cooper Green Mercy Hospital

Sandra Hullett, MD

CEO/Medical Director

Jefferson County Commission

W. D. Carrington President

GHAREF:

Georgia Hospital Association Research and Education Foundation

Vi Naylor

Executive Vice President

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

Aug-28-2012-687

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 Cintas Corporation to increase agreement amount from \$20,000 to \$30,000 to pay outstanding invoices.

CONTRACT AMENDMENT

This contract amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and CINTAS CORPORATION, hereinafter referred to as the "Contractor," is hereby effective on October 1, 2011 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties entered on the 22nd day of November, 2011, which was approved by the Jefferson County Commission on November 22, 2011, and recorded in Minute Book 162; Page(s) 398-400, is hereby amended as follows:

Amend the dollar amount to increase contract amount from Twenty thousand (\$20,000.00) to Thirty thousand (\$30,000.00).

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

Jefferson County Commission

W. D. Carrington

Cooper Green Mercy Hospital

Sandra Hullett, MD

President
Cintas Corporation
Ernie Rabalais
Sales Representative

CEO/Medical Director

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

Aug-28-2012-688

WHEREAS, Cooper Green Mercy Hospital has received services from residents in the Osteopathic Family Medicine Residency Program sponsored by the Lake Erie College of Medicine; and

WHEREAS, these medical residents are entitled to compensation for services provided to the Hospital from June 20, 2012 until August 24, 2012.

THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is directed to facilitate payments to:

Makeda Pinkney, 7/30/12 to 8/24/12, 120 hours, \$1,814.40
James Eppelbaum, DO, 6/20/12 to 8/24/12, 280 hours, \$5,676.73
Thomas Floyd, DO, 6/20/12 to 8/24/12, 280 hours, \$5,676.73
David Shapiro, DO, 6/20/12 to 8/24/12, 280 hours, \$5,676.73
Samuel Patrick Walker, DO, 6/20/12 to 8/24/12, 280 hours, \$5,676.73

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

Aug-28-2012-689

WHEREAS, the Jefferson County Commission has reviewed the FY2013 Jefferson County Community Corrections Plan; and

WHEREAS, the Commission has been a long-term supporter of UAB TASC and values the services they provide; and

WHEREAS, the Commission believes that all of these programs are important.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the FY 2013 Community Corrections Plan is approved. The Commission President is authorized to execute a letter of approval addressed to the Alabama Department of Corrections adopting this resolution.

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

Aug-28-2012-690

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health/Retardation Authority to develop, staff and manage the Youth Advocacy Program for FY2012-2013 in the amount of \$171,974 - AL Dept. of Youth Services grant funds.

CLARITY NO. 4199

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 25th day of July 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson-Blount-St. Clair Mental Health/Retardation Authority, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for a youth advocacy program for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to

perform the services hereinafter set forth.

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

- Develop and management of the Jefferson County Youth Advocacy Program (JCYAP).
- Staffing including one Youth Advocacy Program Outreach Specialist and up to 6 Community Care Advocates
- Recruitment, screening, training and management of the Community Care Advocates.
- Facilitate regular meetings of the program Oversight Group
- Submit monthly data electronically via the Alabama Department of Youth Services GIMS system and produce an annual report containing program data to be specified by DYS in compliance with grant funding.
- Provide such services at the campus of the Family Court in space provided by the Jefferson County Commission.
- Provide all clerical support for the services at no cost to the Jefferson County Commission

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render a youth advocacy program to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2013 or until \$171,974.00 is billed and paid, whichever comes first. This Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three (3) full years.

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$171,974.00 as specified in Appendix A (on file in the Minute Clerk's office) which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. Funds for this will be paid from a grant to Jefferson County Commission from the Alabama Department of Youth Services.

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

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

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

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin 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 either party thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. LIABILITY:

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

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

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

Client: Family Court

120 2nd Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820

Birmingham, AL 35203

Copy to: Jefferson County Commission

Purchasing Department

716 N Richard Arrington Jr. Blvd

Suite 830

Birmingham, AL 35203

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

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

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

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

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

18. Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration

of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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
Dr. Richard Craig, Ph.D.	W. D. Carrington, President
Executive Director	Jefferson County Commission
Jefferson -Blount-St. Clair Mental Health Authority	

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

Aug-28-2012-691

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health/Retardation Authority to provide on-site management of the Return to Aftercare Program for FY2012-2013 in the amount of \$73,000 - AL Dept. of Youth Services grant funds.

CLARITY NO. 4218

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 25th day of July 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson-Blount-St. Clair Mental Health/Retardation Authority, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for the Return to Aftercare Program for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to Jefferson County:
 - Specific Mental Health services for the Return to Aftercare Program (RAP) including intensive case management for up to 15 juvenile clients and up to 6 hours of psychiatric time per week.
 - Population to be served by the staff will be children who meet the State of Alabama Department of Mental Health/Mental Retardation Seriously Emotional Disturbance criteria and are at potential risk of removal from their home, or interruption from their current placement. The services will be provided to children/adolescents and their families/care givers who are eligible for the RAP Program with the Family Court of Jefferson County.
 - The Contractor will be required to submit monthly data electronically via the Alabama Department of Youth Services GIMS system and produce an annual report containing program data to be specified by DYS in compliance with grant funding.
 - These services shall be provided at the campus of the Family Court in space provided by the Jefferson County Commission.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render mental health services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2013 or until \$73,000.00 is billed and paid, whichever comes first. This Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three (3) full years.
4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$73,000.00 as specified in Appendix A (on file in the Minute Clerk's office) which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. Funds for this will be paid from a grant to Jefferson County Commission from the Alabama Department of Youth Services.
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance

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

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

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin 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 either party thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. LIABILITY:

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

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

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

Client: Family Court
120 2nd Ct. N.
Birmingham, AL 35204

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

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

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

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

the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

18. **Statement of Compliance with Alabama Code Section 31-13-9.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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
Dr. Richard Craig, Ph.D.	W. D. Carrington, President
Executive Director	Jefferson County Commission
Jefferson -Blount-St. Clair Mental Health Authority	

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

Aug-28-2012-692

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health/Retardation Authority to provide on-site mental health services for FY2012-2013 in the amount of \$124,000.

CLARITY NO. 4217

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 25th day of July 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson- Blount-St. Clair Mental Health/Retardation Authority, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for mental health services for Family Court; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall provide the following services to Jefferson County:
 - Mental health services including screening and assessments, psychological evaluations, mental health consultations with Family Court staff, referral to appropriate level of services, among others, are to be provided.
 - Psychological Evaluations to be performed by a licensed doctoral level Clinical Psychologist on referred individuals using such testing as is appropriate. Case and program consultation as requested by the Presiding Family Court Judge, Probation Staff and Jefferson County Youth Detention Facility Staff, or Court Administration on testing and evaluation. Preparation and furnishing of a report within 14 working days of completion of testing to the Court and probation staff as required.
 - In addition to the psychological evaluations, on site staffing is to include 2 Master's level Mental Health Liaisons (one acting as a Unit Supervisor) and up to 6 hours of psychiatric time.
 - Population to be served by the staff will be children who meet the State of Alabama Department of Mental Health/Mental Retardation Seriously Emotional Disturbance criteria and are at potential risk of removal from their home, or interruption from their current placement. The services will be provided to children/adolescents and their families/care givers who are actively involved with the Family Court of Jefferson County.
 - The Contractor will submit a monthly service report and an annual report containing program data to be specified by the Court.
 - These services shall be provided at the campus of the Family Court in space provided by the Jefferson County Commission.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render mental health services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2013 or until \$124,000.00 is billed and paid, whichever comes first. This Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$124,000.00 as specified in Appendix A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance
6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
9. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin 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 either party thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such

termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. LIABILITY:

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

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

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

Client: Family Court

120 2nd Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820

Birmingham, AL 35203

Copy to: Jefferson County Commission

Purchasing Department

716 N Richard Arrington Jr. Blvd

Suite 830

Birmingham, AL 35203

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

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

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

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

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

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

18. Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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
Dr. Richard Craig, Ph.D.	W. D. Carrington, President
Executive Director	Jefferson County Commission
Jefferson -Blount-St. Clair Mental Health Authority	

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

Aug-28-2012-693

WHEREAS, Jefferson County has received approval from the U. S. Department of Housing and Urban Development for Disaster Recovery funds; and

WHEREAS, the grant assistance approved is \$7,847,084.00 for disaster recovery activities.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Community Development Block Grant – Disaster Recovery Grant Agreement #B-12-UT-01-0001.

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

Aug-28-2012-694

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant (ESG) for the program year 2011; and

WHEREAS, Federal regulations governing the Emergency Solutions Grant Program, as amended by the Stewart B. McKinney Homeless Amendments Act of 1988 provide that each state shall receive grant allocations for homeless assistance under the ESG program from the U.S. Department of Housing and Urban Development; and

WHEREAS, the Department of Housing and Urban Development has approved the Jefferson County Commission the Emergency Solutions Grant for program year 2011 in the amount of \$50,590.00; and

WHEREAS, homeless individuals and families exist in Jefferson County, Alabama and can benefit from funds under the ESG program.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama that the Commission President is authorized to sign the 2011 Emergency Solutions Grant Agreement.

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

Aug-28-2012-695

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant (ESG) for the program year 2012; and

WHEREAS, Federal regulations governing the Emergency Solutions Grant Program, as amended by the Stewart B. McKinney Homeless Amendments Act of 1988 provide that each state shall receive grant allocations for homeless assistance under the ESG program from the U.S. Department of Housing and Urban Development; and

WHEREAS, the Alabama Department of Economic and Community Affairs has approved the Jefferson County Commission's application for the State Emergency Solutions Grant for program year 2012 in the amount of \$50,000.00; and

WHEREAS, homeless individuals and families exist in Jefferson County, Alabama and can benefit from funds under the ESG program; and

WHEREAS, Jefferson County Commission hereby assures and certifies that we will comply with all program requirements.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama that the Commission President is authorized and hereby directed to execute and submit to the Alabama Department of Economic & Community Affairs the 2012 State Emergency Solutions Grant Agreement, certifications and documents.

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

Aug-28-2012-696

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Five Thousand & 00/100 Dollars (\$5,000.00) from the 2009 Rosedale Sidewalk Project budget to the 2009 Muscoda Park Improvements budget.

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. Alabama Gas Corporation to install 1,320' of 4" gas main for the Concord Elementary School relocation.

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

Aug-28-2012-697

WHEREAS, the Jefferson County Commission is committed to improving local transportation infrastructure for its citizens; and

WHEREAS, the Jefferson County Commission is committed to addressing critical needs in our transportation system such as safety and access to local residencies and industries; and

WHEREAS, evidenced by that commitment the COUNTY has made application to the Alabama Department of Transportation (ALDOT) for funding assistance from the Alabama Transportation Rehabilitation and Improvement Program (ATRIP) for the purpose of replacing the existing bridge (BIN 012678) on CR-77 (Mt. Olive Road) over the Locust Fork of Warrior River in Jefferson County, Alabama.

NOW THEREFORE BE IT RESOLVED, the Jefferson County Commission has authorized the filing of said application for ATRIP funding for the bridge replacement, including all understandings and assurances contained therein, and directs and authorizes the County Manager and Director of Roads & Transportation to act in connection with the application and to provide additional project information to ALDOT as may be required.

BE IT FURTHER RESOLVED that the Jefferson County Commission will provide all preliminary engineering services, a match of 20% of the total project construction cost and any funds required for nonparticipating items such as utility relocation.

ADOPTED AND APPROVED by the Jefferson County Commission, Alabama, this 28th day of August, 2012.

ATTEST:
Minute Clerk

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.

Aug-28-2012-698

WHEREAS, the Jefferson County Commission is committed to improving local transportation infrastructure for its citizens; and
WHEREAS, the Jefferson County Commission is committed to addressing critical needs in our transportation system such as safety and access to local residencies and industries; and

WHEREAS, evidenced by that commitment the COUNTY has made application to the Alabama Department of Transportation (ALDOT) for funding assistance from the Alabama Transportation Rehabilitation and Improvement Program (ATRIP) for the purpose of replacing the existing bridge (BIN 015837) on CR-126 (Springdale Road) over Five Mile Creek in Jefferson County, Alabama.

NOW THEREFORE BE IT RESOLVED, the Jefferson County Commission has authorized the filing of said application for ATRIP funding for the bridge replacement, including all understandings and assurances contained therein, and directs and authorizes the County Manager and Director of Roads & Transportation to act in connection with the application and to provide additional project information to ALDOT as may be required.

BE IT FURTHER RESOLVED that the Jefferson County Commission will provide all preliminary engineering services, a match of 20% of the total project construction cost and any funds required for nonparticipating items such as utility relocation.

ADOPTED AND APPROVED by the Jefferson County Commission, Alabama, this 28th day of August, 2012.

ATTEST:

Minute Clerk

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.

Aug-28-2012-699

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 & Transportation

Date: August 9, 2012

Purpose: Payment to St. John AME Church, Inc. for 0.09 acres, more or less of acquired right of way, - 0.04 acres, more or less of roadway utility/easement, 0.04 acres, more or less of drainage easement and the temporary construction easement contains 0.03 acres, more or less - Project No. STPBH-7229(602)

Tract No. 48 – Site address: 1755 Tarrant Huffman Road

Agent: Rick Turner

Price: \$13,000.00

Pay to the order of: St. John AME Church, Inc.

Mailing Address: 708 15th Street North

Birmingham, AL 35203

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.

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.

Aug-28-2012-700

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the Recommendation of the Director of Roads and Transportation, the President of the Commission is hereby authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and Jones & Berry, P.C. to provide Legal Services on Morgan Road Improvements – Federal Aid Highway Project (80/20 reimbursement). Original Professional Services Contract Agreement was executed through Commission on May 25, 2010, Minute Book 160, Page(s) 18-23 and Amendment No. 1 on February 14, 2012, Minute Book 162, Page(s) 623-624. This document AMENDS - ARTICLE IV Payment to Add Seventy Five Thousand, Dollars (\$75,000.00) to the original Contract Agreement.

RIGHT OF WAY PROJECT

AMENDMENT NUMBER TWO TO AGREEMENT FOR LEGAL SERVICES

IN CONJUNCTION WITH COURT WORK ON MORGAN ROAD IMPROVEMENTS STPBH-7002(600)

This document shall AMEND ARTICLE IV Payment Total Contract Amount an additional \$75,000 on AMENDMENT NUMBER ONE (in Minute Book 162, pages 623 - 624) to AGREEMENT FOR LEGAL SERVICES IN CONJUNCTION WITH MORGAN ROAD IMPROVEMENTS STPBH-7002(600) RIGHT OF WAY PROJECT dated May 25, 2010; in Minute Book 160, Pages 18 - 23.

WITNESSETH

WHEREAS, the COUNTY deems that additional work over and above the original scope is necessary to complete the project and additional FUNDS ARE THEREFORE required to complete this project NOW, THEREFORE, the COUNTY and the CONSULTANT/ATTORNEY hereby AMEND the AGREEMENT as follows: AMENDMENT TO ARTICLE IV 1. Amend the Total Contract Amount for the Entire Project Not To Exceed: \$60,000 to read Total Contract Amount for the Entire Project Not To Exceed: \$135,000.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ROBERT A. JONES, Jr., ATTORNEY AT LAW, on this - day of 2012, and the COUNTY on the day of , 2012.

ROBERT A. JONES, Jr. ATTORNEY

Robert A. Jones, Jr. CONSULTANT/ATTORNEY

CONSULTANT/ATTORNEY

ATTEST:

COMMISSION

Minute Clerk

RECOMMENDED

E. Wayne Sullivan

Director/County Engineer

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.

Aug-28-2012-701

ALTADENA LAKE DRIVE PARTIAL CLOSURE

WHEREAS, the Altadena Valley 4th Sector Subdivision located in the Southwest Quarter of Section 34, Township 18 South, Range 2 West of Jefferson County and recorded in Mapbook 75, Page 57 of the Jefferson County Probate Office in the Jefferson County Courthouse located in Birmingham Alabama includes public road right of way for Altadena Lake Drive; and

WHEREAS, Jefferson County has previously accepted the section of Altadena Lake Drive located in unincorporated Jefferson County for maintenance and has maintained said section of roadway; and

WHEREAS, the Altadena Lake Subdivision Home Owners have petitioned the Jefferson County Commission to close the section of Altadena Lake Drive adjacent to and southwest of Camp Horner Road due to increased traffic and speeding on Altadena Lake Drive and Redwing Drive; and

WHEREAS, the Altadena Lake Subdivision Home Owners and the Rocky Ridge Fire Department have reached an agreement to maintain ingress and egress between Altadena Lake Drive and Camp Horner Road for emergency personnel and vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission to close the section of Altadena Lake Drive lying between the southwestern right of way limits and the edge of travel way of Camp Horner Road to the public, while maintaining access for law enforcement, fire and rescue, and emergency medical service personnel to use during emergencies.

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

Aug-28-2012-702

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Office of Senior Citizen Services and Senior Service America, Inc. to provide grant funding in the amount of \$174,840 (\$154,579 - federal funds – \$20,261 - non-federal match) to pay the wages and fringe benefits for seventy-five older workers for reentry into the job market.

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

Aug-28-2012-703

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of LaTanya Marshall in the amount of Four Hundred Fifty Five and 00/100 (\$455.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to LaTanya Marshall in the amount of \$455.00 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.

Aug-28-2012-704

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Eddie Dansby, Jr. in the amount of Four Thousand Eighty Five and no/100 (\$4,085.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Eddie Dansby, Jr. in the amount of \$4,085.00 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.

Aug-28-2012-705

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Julie A. Johnson, Personal Representative of the Estate of Golda E. Jordan, Deceased, is 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.

Aug-28-2012-706

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Jeffery Battle in the amount of Four Thousand Three Hundred Seventy Six and 00/100 (\$4,376.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Jeffery Battle in the amount of

\$4,376.00 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.

Aug-28-2012-707

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Kinsey Oglesby in the amount of Four Thousand One Hundred and 05/100 (\$4,100.05) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Kinsey Oglesby in the amount of \$4,100.05 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.

Aug-28-2012-708

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Lee Budgess in the amount of Seven Hundred Sixty Three and 00/100 (\$763.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Lee Budgess in the amount of \$763.00 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.

Aug-28-2012-709

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Richard High in the amount of One Thousand Two Hundred Forty Six and 33/100 (\$1,246.33) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Richard High in the amount of \$1,246.33 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.

Aug-28-2012-710

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Stringfellow Properties in the amount of Nine Hundred Seventy Five and 45/100 (\$975.40) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Stringfellow Properties in the amount of \$975.40 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.

Aug-28-2012-711

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Marland Holding, LLC, in the

amount of One Thousand Three Hundred Thirty and 47/100 (\$1,330.47) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Marland Holding, LLC, in the amount of \$1,330.47 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.

Aug-28-2012-712

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of State Farm Insurance Company in the amount of Six Thousand Two Hundred Fifty Seven and 97/100 (\$6,257.97) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to State Farm Insurance Company in the amount of \$6,257.97 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.

Aug-28-2012-713

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Nicole Watters in the amount of Five Thousand Seven Hundred Thirty Six and 03/100 (\$5,736.03) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Nicole Watters in the amount of \$5,736.03 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.

Aug-28-2012-714

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Bruce Knight in, the amount of Eleven Thousand Five Hundred Eighteen and 94/100 (\$11,518.94) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Bruce Knight in the amount of \$11,518.94 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.

Aug-28-2012-715

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of William E. Garner in the amount of Six Hundred Six and 61/100 (\$606.61) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to William E. Garner in the amount of \$606.61 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.

Aug-28-2012-716

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Robin Barrett has been 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.

Aug-28-2012-717

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Terry Meza has been 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.

Aug-28-2012-718

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by Debra Cook is 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.

Aug-28-2012-719

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by Barbara Andrzejewski is 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.

Aug-28-2012-720

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Denise McNear, Representative of the Estate of Kanecia McNear, Deceased, is 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.

Aug-28-2012-721

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the medical malpractice claim of Leonard Thomas 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.

Aug-28-2012-722

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the properly damage claim of Betty Stano in the amount of Three Hundred Sixty and 00/100 (\$360.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Betty Stano in the amount of \$360.00 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.

Aug-28-2012-723

WHEREAS, Cooper Green Mercy Hospital ("Cooper Green") relies on a Jefferson County Sales Tax, a Jefferson County Tax on Liquor and third party reimbursements for funding; and

WHEREAS, Cooper Green's expenditures have exceeded its revenues over the past several years; and

WHEREAS, the shortfall in funding for Cooper Green has been supplemented by the Jefferson County General Fund; and

WHEREAS, the Jefferson County Commission has reduced County General Fund expenditures in the current fiscal year by approximately \$95 million by, among other things, reducing the County workforce by more than 800 employees, closing satellite courthouses and reducing services provided to the citizens of the County; and

WHEREAS, on or before October 1, 2012, the County must adopt a balanced budget for fiscal year 2013 which will require further reductions of General Fund expenditures; and

WHEREAS, the County owns and operates Cooper Green; and

WHEREAS, the Alabama Health Care Responsibility Act, Alabama Code §§ 22-21-290, et seq. (the "Act"), imposes limited financial responsibility on Alabama counties for the medical care of certain citizens under certain circumstances. However, the Act does not require any county, including Jefferson County, to operate a hospital; and

WHEREAS, Cooper Green operates at a loss that has historically been subsidized by the General Fund reserves (including a cost to the General Fund of at least \$10 million last year, not including \$3.5 million in unpaid, past due invoices from last year paid in this fiscal year), and is projected to cost the General Fund a minimum of \$6 million this year; and

WHEREAS, after careful consideration for more than 21 months, the County Commission:

1. concludes that the current indigent healthcare delivery system is unsustainable;
2. determines that it is in the best interests of the County, its citizens and taxpayers to change the current indigent healthcare delivery system to make it more effective and efficient;
3. concludes that transferring the current, fiscally unsustainable indigent healthcare delivery system into a Healthcare Authority is not a prudent alternative at this time; and
4. concludes that only two indigent healthcare alternatives remain in consideration:
 - (a) developing an operating budget for Cooper Green that does not depend upon any support from the General Fund or
 - (b) transitioning to a 24-hour a day, 7-day a week, full service urgent care center with expanded outpatient services and in-patient services provided by others in the medical community.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in order to move the process forward:

1. Commissioner Jimmie Stephens and Deputy County Manager Walter Jackson, with input from the Cooper Green staff and others as needed, shall develop a proposed \$70 million FY 2013 detailed operating budget for Cooper Green (exclusive of reserves, indirect cost allocations, and any immediate capital needs) on or before Tuesday, September 25, 2012;
2. Commissioner Sandra Little Brown and Commissioner Joe Knight, in cooperation with area healthcare providers and others as needed, shall develop a proposed in-patient transfer agreement on or before Tuesday, September 25, 2012;
3. County Manager Petelos is authorized, with the signed consent of three commissioners, to expend public dollars for any reasonable professional services needed to accomplish the above tasks on or before Tuesday, September 25, 2012.

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

WHEREAS, Cooper Green Mercy Hospital ("Cooper Green") relies on a Jefferson County Sales Tax, a Jefferson County Tax on Liquor and third party reimbursements for funding; and

WHEREAS, Cooper Green's expenditures have exceeded its revenue over the past several years; and

WHEREAS, the shortfall in funding for Cooper Green has been supplemented by the Jefferson County General Fund; and

WHEREAS, the Jefferson County Commission has reduced County general fund expenditures in the current fiscal year by approximately \$95 million dollars by, among other things, reducing the County workforce by more than 800 employees, closing satellite courthouses and reducing services provided to the citizens of the County; and

WHEREAS, on or before October 1, 2012, the County must adopt a balanced budget for fiscal year 2013 which will require further reductions of general fund expenditures; and

WHEREAS, the County owns and operates Cooper Green; and

WHEREAS, the Alabama Health Care Responsibility Act, Alabama Code §§ 22-21-290, et seq. (the "Act"), imposes limited financial responsibility on Alabama counties for the medical care of certain citizens under certain circumstances. However, the Act does not require any county, including Jefferson County, to operate a hospital; and

WHEREAS, Cooper Green operates at a loss and has historically been subsidized by the general fund and cost the general fund at least \$10 million dollars last year (not including \$3.5 million dollars in unpaid invoices from last year) and is projected to cost the general fund at least \$6 million dollars this year; and

WHEREAS, after careful consideration for more than 20 months, the County Commission concludes and determines that it is in the best interests of the County, its citizens and taxpayers that Cooper Green cease inpatient care and operation of an emergency room as soon as practicable in accordance with all applicable state and federal laws and regulations.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Cooper Green shall cease to admit persons for inpatient care on the first day of a month, no later than December 1, 2012.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Emergency Room at Cooper Green shall cease operation on the first day of a month, no later than December 1, 2012.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that as soon as the Commissioners agree on a new strategic model for the delivery of cost-effective, quality healthcare to the indigent, the County Manager is directed to appoint a transition team of stakeholders to assist in the implementation of the new model.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager and County Attorney are hereby authorized and directed to take all actions required by state or federal law to effectuate the cessation of inpatient care and emergency room service at Cooper Green as set forth herein.

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

Commission Carrington stated that an opinion from the County Attorney that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Knight seconded by Commissioner Stephens to convene an Executive Session. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Commissioner Carrington stated that the Regular Commission Meeting may or may not reconvene, but that if it should reconvene, notice would be given to the public.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, September 11, 2012.

ATTEST

President

Minute Clerk