

STATE OF ALABAMA)

JEFFERSON COUNTY) September 11, 2012

The Commission convened in regular session at the Birmingham Courthouse at 9:07 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 Knight seconded by Commissioner Stephens that the Minutes of August 28, 2012, be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

The Commission met in Work Session on September 5, 2012, and approved the following items to be placed on the September 11, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2, excluding the Request for Certification for a Senior Social Worker funded by CGMH .
 - Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 13.
 - Commissioner Carrington, Administrative Services Committee - Items 1 through 14. Four (4) additional resolutions were approved and moved to the Regular Commission Meeting Agenda.
 - Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 10.
 - Commissioner Stephens, Finance & Information Technology Committee Items 1 through 21, excluding Item # 4.
- County Manager Tony Petelos asked that an RFP be sent out for solicitation of Federal Revenue Medicaid Enhancement.

Sep-11-2012-725

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

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

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

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

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

Z-2012-018 McCalla Youth Athletic Association, owner; Jefferson County Commission, agent. Change of zoning on Parcel ID# 43-22-2-0-part of 2 in Section 22 Twp 20 Range 5 West from A-1 (Agriculture) to INSTITUTIONAL-1 for a community youth athletic field complex. (Case Only: 6285 Eastern Valley Road, McCalla, AL 35111) (McCALLA)

(25.85 Acres M/L)

RESTRICTIVE COVENANTS: 1. all lighting is to be directed downward and away from any adjoining residential properties or public rights-of-way; 2. the existing vegetation shall be preserved along the entrance and creek to the maximum extent possible; 3. a traffic study shall be conducted and submitted to the Department of Roads & Transportation for review and approval; and 4. a preliminary drainage study, taking into account the area's flood zones and a No-Rise Certificate with all applicable supporting technical data and analysis shall be submitted for review and approval by Land Planning & Development Services and the Department of Roads & Transportation.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2012-018 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight and Carrington. Voting "Nay" Bowman and Brown.

Sep-11-2012-726

WHEREAS, on August 28, 2012, the Jefferson County Commission received "The Report to Jefferson County Manager on Cooper Green Mercy Hospital Discretionary Fund - Deposits and Disbursements" (the "Report") prepared by the accounting firm of Warren Averett, LLC ("Warren Averett") for the period of October 1, 2006 to July 3, 2012; and

WHEREAS, the Report contains twenty-two recommendations concerning both the Discretionary Fund and business practices at Cooper Green Mercy Hospital ("CGMH") which are set forth herein; and

WHEREAS, the County Commission desires to accept and implement all of the recommendations in the Report to ensure both the fiscal accountability of CGMH and that CGMH operates in compliance with applicable state and federal laws and regulations, as well as County financial controls and County Commission resolutions and administrative orders.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager and Chief Financial Officer are directed to take all actions necessary to implement the following recommendations:

1. Identify the person(s) who shall be authorized to make deposits to and disbursements from the Discretionary Fund and prepare an appropriate resolution to designate such person(s) for Commission action.
2. Identify and quantify the inappropriate deposits into the Discretionary Fund.
3. Examine each expenditure from the Discretionary Fund to determine whether it was (a) authorized by the County Commission and (b) lawful.
4. Develop appropriate procedures to ensure that all CGMH grant expenditures are stated in the annual County Schedule of Expenditures of Federal Awards and are subjected to annual audit.
5. Ensure that patient-related disbursements from the Discretionary Fund are included in the annual cost reports submitted to the federal government.
6. Ensure that all activity in the Discretionary Fund is included in all CGMH financial statements.
7. Ensure that physicians are not paid from the Discretionary Fund.
8. Develop a procedure for emergency vendor payments which is consistent with applicable law and the County's financial controls.
9. Establish appropriate recordkeeping procedures for the Discretionary Fund, including segregating bookkeeping duties from the administration of the Fund.
10. Require a separate individual to review check copies included in the bank statements for the Discretionary Fund to ensure (a) that the information agrees to the underlying accounting records and (b) that two approved signatures are on all checks.
11. Ensure that electronic withdrawal orders require the approval of at least two of the authorized signors on the Discretionary Fund's bank account.
12. Ensure that all CGMH contracts comply with County contract formation and administration procedures.
13. Prohibit payment of consultants from the Discretionary Fund.
14. Prohibit the provisions of goods and services to CGMH by physicians and their family members unless and until the Commission has properly approved a contract for such goods and services, following proper evaluation of the proposed terms and conditions.
15. Ensure that CGMH complies with the state competitive bid law.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney shall:

1. Evaluate whether the state competitive bid law was followed with respect to expenditures related to the renovation of CGMH's palliative care unit.
2. Evaluate whether the state competitive bid law was followed with respect to the purchase of shirts in 2007 and 2008 for

employees of CGMH.

3. Determine (a) if any laws appear to have been violated regarding business generated by Dr. Donald Marks from clients of Cognitive Engineering, LCC and (b) if further Commission action is required.

4. Determine (a) if any laws appear to have been violated concerning the referral of geriatric psychiatric patients to CGMH by Dr. Donald Marks and (b) if further Commission action is required.

5. Determine if any further Commission action is required regarding the Cooper Green Hospital Foundation ("Hospital Foundation") and a related bank account.

6. Determine if any further action is required regarding compliance with the Internal Revenue Code by the Hospital Foundation.

7. Determine if any further action is required regarding the governance of the Hospital Foundation.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized and directed to pursue collection of all County funds paid from the Discretionary Fund without County Commission authorization, including but not limited to disbursements made to Pollock Financial Group, Castle Oak Securities, and Silverstone International.

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

Sep-11-2012-727

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Cooper Green Mercy Hospital Discretionary Fund be and the same is hereby abolished. The County Manager and Chief Financial Officer are authorized and directed to immediately transfer the remaining balance in the Discretionary Fund to the appropriate County account(s) and close all bank accounts in the name of the Discretionary Fund.

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

Sep-11-2012-728

WHEREAS, on August 28, 2012, the Jefferson County Commission resolved to transition to a new model for the delivery of cost-effective, quality healthcare to the indigent.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the "Hub and Spoke" conceptual model outlined by Max Michael and Martin Nowak in their Spring 2012 report entitled "Fulfilling Historic Commitments and Obligations: A Proposal for a 21st Century Health System for Jefferson County, Alabama" is adopted as the County's strategic direction for delivering cost-effective, quality healthcare to the indigent.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Manager is directed to appoint a team of healthcare and business professionals to finalize the operational transition plan to the new Hub and Spoke model.

Motion was made by Commissioner Brown that a substitute resolution to the above resolution be adopted. There was no second to the motion.

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

Sep-11-2012-

WHEREAS, on August 28, 2012, the Jefferson County Commission resolved to transition to a new model for the delivery of cost-effective, quality healthcare to the indigent; and

WHEREAS, an integral part of the transition is the establishment of an inpatient transfer agreement with area healthcare providers.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commissioner Sandra Little Brown,

Commissioner Joe Knight and County Manager Tony Petelos, in cooperation with area healthcare providers and others as needed, shall develop a proposed inpatient transfer agreement on or before Friday, September 28, 2012.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the above resolution be adopted. There was no vote on this motion.

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

Sep-11-2012-729

WHEREAS, on August 28, 2012, the Jefferson County Commission resolved to transition to a new model for the delivery of cost-effective, quality healthcare to the indigent; and

WHEREAS, an integral part of the transition is the establishment of an inpatient transfer agreement with area healthcare providers.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commissioner Joe Knight and County Manager Tony Petelos, in cooperation with area healthcare providers and others as needed, shall develop a proposed inpatient transfer agreement on or before Friday, September 28, 2012.

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

Commissioner Sandra Little Browns' statement.

In my absence, during a Jefferson County Commission Committee meeting on September 4, 2012 the Commission, by a majority vote voted out of committee a proposal to transition from the current Cooper Green Mercy Hospital model to a different delivery system known as the "Hub and Spoke" model. As I have previously stated, I prefer the process that was detailed in the Request for Proposal to Review Various Alternative Models for Indigent Healthcare in Jefferson County, refer on page 2 - Scope of Service. If I remembered correctly it was advanced by and distributed to all the Commissioners by Commission President David Carrington. I am not prepared to support this action by the majority' of the Commissioners to propose adoption of this model at this time.

Furthermore the process that was mention in this RFP seems to be void any alternatives and as well, any stakeholders other than the Commissioners and Mr. Michael's participation. In fact it has come to my attention, that some Commissioners have had discussions with various healthcare providers concerning alternatives which other Commissioners have not been made aware of. The model needs to be acceptable to all parties affected.

With regards to the process Mr. President, let me read excerpts from the document which proposes the model that is the subject of the pending resolution:

Assumptions (at page 10):

Mr. President, there currently is no consensus concerning any model because this Commission has not allowed for any broad public input nor has it adopted a process under which such consensus could be obtained, the only consensus it appears is the consensus of the majority of this Commission.

Further you certainly can't claim that the proposed model is culturally sensitive to the community or Cooper Green since there has been no formal or public presentation of the proposed model to these groups. And the Commission has certainly not provided an opportunity for stakeholder input or consideration of alternative models.

Mr. President, what is it that the majority of this Commission know that others on the Commission don't know? I particularly want to know who members of this Commission or other county officials are meeting with, in which there are discussions about selling some of the beds at Cooper Green.

It appears to me that the majority of this Commission is in a rush to dismantle Cooper Green Hospital without a reasonable and acceptable alternative being in place and other healthcare providers are already rushing in to pick the flesh from the carcass before it is even dead.

I can't and won't support the Commission's actions as they are currently proposed.

Also Mr. President, I was advised that you inferred that the Hub and Spoke model had been endorsed by members of the Jefferson County Delegation. However after speaking to some members it is my understanding when this model was presented to the delegation some of the members that were in attendance did not endorse this model but stated that the delegation needed to discuss it further with their constituents.

This would be more consistent with the process I have stated earlier and which I still support. We have not utilized the process which we all can support.

Additionally, at this same committee meeting the Commission proposed the adoption of a second resolution providing for a team to be comprised of Commissioners and healthcare providers to develop in-patient transfer agreements with area hospitals. Again, I prefer for this process to work similar where our County Manager's office will work in conjunction with indigent healthcare providers and consultants with expertise in the areas of Medicare and Medicaid Compensations for healthcare services provided. Once completed this team would submit their findings and recommendations to the Commission for its consideration for adoption.

I am therefore not prepared at this time to neither vote in support of these pending resolutions nor agree to serve as a member of the transition team. I am committed to maintaining a full-service hospital with modifications of services and new efficiencies that can sustain itself without any dependency on the County's General Fund. Should this not be the case, I am for a seamless, uninterrupted transition to an alternative model that would meet the current and future needs of the indigent population in Jefferson County Alabama. However, I offer a substitute resolution to the pending resolution and it reads as follows: (copy originally not given to Minute Clerk - later received and has been made part of the September 11th Minutes and appear at the end of the Minutes)

Sep-11-2012-730

BLUE CROSS BLUE SHIELD THIRD PARTY ADMINISTRATOR
CONTRACT FOR JEFFERSON COUNTY COMMISSION'S
SELF-INSURED ACTIVE & RETIREE HEALTH INSURANCE PLANS
FISCAL YEAR 2012 - 2013

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an agreement between Jefferson County and Blue Cross Blue Shield of Alabama to provide administration of the County's self-insured active and retiree health insurance plans effective October 1, 2012 to September 30, 2013 at a cost of \$30.90 per employee per month.

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

Sep-11-2012-731

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) Sheraton Birmingham Hotel - accommodations and services - \$30,000

(b) Hampton Inn & Suites - accommodations and services - \$120,000

(c) Implementation Services Group - technical Lawson software support - \$13,300

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

Sep-11-2012-732

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment No. 1 to the Agreement dated April 19, 2011 to Provide Professional Engineering Services for the Village Creek WWTP Waste Gas Energy Recovery and Plant Optimization Improvements Project between Jefferson County and Hazen and Sawyer, P.C. This Amendment decreases the contract value by \$423,480 to an amended total of \$1,745,520.

AMENDMENT NO. 1
TO AGREEMENT TO PROVIDE ENGINEERING SERVICES FOR THE
VILLAGE CREEK WASTEWATER TREATMENT PLANT
WASTE GAS ENERGY AND PLANT OPTIMIZATION IMPROVEMENTS PROJECT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and Hazen and Sawyer, P.C., hereinafter called "the CONSULTANT" to provide engineering services related to the Village Creek Wastewater Treatment Plant.

WITNESSETH:

WHEREAS, the OWNER agrees that additional work was necessary to complete the detailed design of the project under the provisions of ARTICLE IV – MISCELLANEOUS PROVISIONS, SECTION 1 – CHANGES OF WORK; and

WHEREAS, the CONSULTANT agrees that less work is necessary to complete the bidding and construction services under ARTICLE IV – MISCELLANEOUS PROVISIONS, SECTION 1 – CHANGES OF WORK; and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONSULTANT wishes to amend the contract.

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

The agreement between the parties which was approved by John S. Young, Jr., LLC, Receiver on April 19, 2011, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I – SCOPE OF WORK

Amend Article I – Scope of Work, Section 1 – Obligation of the CONSULTANT to the OWNER to include the following engineering services:

1. Development of Immediate Needs Bidding Documents – Assemble plans and specifications for bidding purposes for a new Immediate Needs construction contract of the following upgrades:

- Replacement of carriages and bar racks in the Plant 001 headworks.
- Rehabilitation of Final Settling Tanks No. 4 thru No. 11 with the following exceptions: Design drawings will be modified to delete requirements to sandblast and repaint bridges, delete requirements to replace broken sluice gates, and delete wireless controls. All other provisions pertaining to the Final Settling Tanks will remain as designed.
- Replacement of piping in Chlorine/Sulfur Dioxide Building.
- Hardwired control of gates at UV Disinfection.
- Dewatering Building Polymer System Upgrade.
- Replace existing Bristol Babcock 3300 RTUs on Plant 001 with new PLCs.

CONSULTANT shall prepare draft design documents for the Immediate Needs Project for OWNER's review. CONSULTANT will incorporate OWNER's comments and issue final design documents for bidding purposes.

Since the OWNER does not intend on bidding and constructing the Waste Gas Energy Recovery and Process Optimization Improvements project in the near term, the CONSULTANT shall archive the Waste Gas Energy Recovery and Process Optimization Improvements Project 100% submittal along with any comments received from OWNER. To save the OWNER engineering costs, the 100% submittal for the Waste Gas Energy Recovery and Process Optimization Improvements Project will not be revised to reflect that the aforementioned Immediate Needs have been removed from the final design.

2. Dewatering Building Evaluation and Design – Troubling shooting issues related to the dewatering building and developing narrative descriptions and relevant details of recommended remedies were not included in the CONSULTANT's original scope of work. In accordance with the scope of work of this amendment, CONSULTANT shall assist the OWNER with the identification and categorization of deficiencies associated with dewatering building such that remedy of deficiencies deemed suitable for bidding within current budgets can be included in the aforementioned Immediate Needs Project.

Anticipated activities are as follows:

- On-Site Dewatering Facility Process Evaluation – This subtask includes an interactive evaluation conducted on-site. Day 1 of the evaluation will include a half-day, class-room workshop to identify and document OWNER's grievances with the dewatering facility, OWNER's standard operating procedures, and maintenance practices pertaining to dewatering. It is anticipated that simplification of the controls for the dewatering operations will be developed during this workshop.
- The remainder of Day 1 and all of Day 2 will be spent in the field evaluating individual systems (i.e., WAS transfer pumps, centrifuge feed pumps, centrifuges, sludge hoppers, cake conveyors, cake pumps, alkaline stabilization lime feeder, polymer makeup and feed, etc.) to determine if systems are operating at their intended design conditions.
- Deficiencies will be identified and categorized as follows:
 - a. Items recommended to be addressed by the OWNER's internal crews and forces
 - b. Items recommended to be addressed outside the scope of the upgrade project
 - c. Items requiring additional investigation by a startup/trouble-shooting expert
 - d. Items recommended to be included in the Immediate Needs Project scope of work
- CONSULTANT's operations specialist, an experienced startup/I&C/electrical troubleshooting technician, and a programming

specialist from Troy Systems Integration Group (TSIG) will spend Days 3 and 4 evaluating in detail those items categorized as requiring additional investigation. CONSULTANT will trouble-shoot issues to determine if cost-effective remedies are applicable to restore the intended functionality. CONSULTANT will submit field reports describing each item tested with recommended next step for improvement.

· Dewatering System Repair Performance Specification - Shortly after the workshop, CONSULTANT will schedule and conduct a teleconference with OWNER to review findings. The purpose of the teleconference will be to determine the recommendations that OWNER desires that CONSULTANT include in the aforementioned Immediate Needs construction contract. Items which can be adequately described in narrative format will be included in a performance-based specification to be included in the construction contract.

· Items which cannot be adequately described in narrative format and require detailed design drawings or multi-discipline coordination are not included in this amendment, and may be included in a future amendment if OWNER elects to pursue.

3. Digester Gas Piping System Detailed Design – Design of a new digester gas piping system was not included in the CONSULTANT's original Scope of Work. As requested by OWNER, CONSULTANT provided additional detailed design services for replacement of the existing underground digester gas piping system between the digesters and the new iron sponge system and existing waste gas burner as part of the Waste Gas Energy Recovery and Process Optimization Improvements Project.

4. Modifications to Primary Scum System and Automation - As requested by the OWNER, CONSULTANT deleted the new primary scum pumping systems from its final design documents and included rehabilitation of valves and controls for automatic removal of scum from the primary clarifiers utilizing the existing scum system. Additional engineering related work was required to modify the design drawings and specifications to eliminate the scum pumping systems and add requirements to replace valves and automate controls.

5. Revisions to Improvements included in the Final Design for Waste Gas Energy Recovery and Process Optimization Improvements Project – Requirements under Paragraph 3 of Exhibit B – Scope of Work are modified as follows:

- a. Delete requirement to provide a stilling basin upstream of UV disinfection.
- b. Revise requirement to "Add a dryer on lime intake compressor system at alkaline stabilization" to "Reroute piping to add long radius bends on lime feed piping at alkaline stabilization."
- c. Delete requirement to "Rehabilitate and repair existing dewatering cake pumps or install alternative conveyance system to eliminate need for cake pumps."
- d. Delete requirement to "Replace Centrifuge #3 or assist Owner in the procurement of two belt filter press dewatering units."
- e. Add requirement to assist OWNER in the RFP development, evaluation, selection and negotiation of standardized HMI software package.
- f. Add requirement to provide a new automated septage receiving station.
- g. Add requirement to investigate and design means to decommission Old Ensley Pump Station.
- h. Add requirement to perform detailed review OWNER's front-end documents and make recommendations for revision and improvement for OWNER's consideration.
- i. Add requirement to replace existing piping in Chlorine/Sulfur Dioxide Building.
- j. Add requirement to provide pipeline to direct Perimeter Drain Pump Station discharge upstream of primary clarifiers.
- k. Add requirements to replace inoperable gates at chlorine contact chambers.
- l. Add requirements to decommission and clean existing Plant 002 Septage & Grease Acceptance Facilities.
- m. Add requirement to assist OWNER with development of RAS pump specification for bidding purposes.

6. Bid Period Services - In place of performing the Bid-Period Services as described in the original scope of work for the Waste Gas Energy Recovery and Plant Optimization Project, CONSULTANT shall provide Bid-Period Services for the Immediate Needs Project described in Item 1 above.

7. Construction (Office) Services - In place of performing the Construction (Office) Services as described in the original scope of work for the Waste Gas Energy Recovery and Plant Optimization Project, CONSULTANT shall provide Construction (Office) Services for the Immediate Needs Project described in Item 1 above.

8. Construction (Field) Services – Delete requirement to provide a full-time resident project representative. OWNER may provide periodic construction observation using its own forces. CONSULTANT shall provide periodic, on-site specialty inspections as deemed necessary. A maximum of 36 discipline specific specialty visits are included.

9. Operational Assistance and Startup Support Services - In place of performing the Operational Assistance and Startup Support Services described in the original scope of work for the Waste Gas Energy Recovery and Plant Optimization Project, CONSULTANT shall provide similar services with the following exceptions:

- a. Delete the requirement to provide an Operations and Maintenance Manual.
- b. Delete the requirement to provide Coordination of Vendor Provided Training.
- c. Delete the requirement to provide First-Year Operations Support.

II. AMENDMENT TO ARTICLE II – TIME OF BEGINNING AND COMPLETION

Amend Article II – Time of Beginning and Completion as follows:

1. Exhibit C shall be modified to reflect the following:

Milestone

Submit Draft Immediate Needs Design Documents	4 Weeks from NTP
Submit Final Immediate Needs Design Documents	2 Weeks from Receipt of OWNER's Comments
Advertise Immediate Needs Project	TBD by OWNER
Open Bids and Issue NTP to Contractor	TBD by OWNER
Construction Complete Immediate Needs Project	TBD (Assumes 12-Month Duration)

III. AMENDMENT TO ARTICLE III – PAYMENT

Amend Article III – Payment, Section 1 as follows:

1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation to the CONSULTANT shall be decreased by \$423,480 to a revised maximum contract amount of \$1,745,520.00.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, P.C., on the ____ day of _____, 2012, and the OWNER on the _____ day of _____, 2012.

HAZEN AND SAWYER, P.C.

Ronald Taylor, Vice- President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST:

Minute Clerk

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

Sep-11-2012-733

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement with Schneider Electric to provide CitectSCADA software support through July 31, 2013 in the amount of \$12,792.

Support/Maintenance

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of August, 2012, between Jefferson County, Alabama, hereinafter referred to as “the County” and Schneider Electric, hereinafter referred to as the “Contractor” to provide CitectSCADA Annual Support.

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 original contract number 2729, approved by John Young on January 26, 2011, and contract number 3566 amendment 1 approved by Jefferson County Commission on March 27, 2012.

Item 3. Amend Term of Contract

August 1, 2012 to August 31, 2013

The terms and conditions of Schneider Electric quote # 35149-12-2019 in the amount of \$6,372 and quote number 41526-12-22534 in the amount of \$6,420 is incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Schneider Electric

_____, 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.

Sep-11-2012-734

WHEREAS, Sunday morning, August 26, 2012, the Siemens 480.0 volt busbar system feeding from transformer 1A to the low voltage distribution equipment at the Five Mile Creek WWTP catastrophically failed completely shutting off utility and stand-by power delivery to the influent and intermediate pump stations and caused power interruption to critical treatment processes. Through redundancy in the electrical infrastructure design and commendable efforts of the ESD staff, the on-call electricians were able to redirect a minimally sufficient power supply to affected equipment averting treatment process upset, NPDES permit compliance violations, and environmental harm; and

WHEREAS, the replacement of the failed busbar system, repair of the structural supports, and the testing of the other busbar systems in the vicinity of the explosion is required to bring the Five Mile Creek WWTP to full capacity for the treatment of high flows expected with rainfall from Tropical Storm Isaac or other future storms; and

WHEREAS, if not repaired immediately, this lack of electrical distribution capacity poses a threat to the health, safety, convenience and welfare of the community and may cause potential regulatory violations.

NOW THEREFORE BE IT BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency exists therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to enter into a contract with Inline Electric Supply Co., PO Box 7267 Huntsville, AL 35807 for the purchase of the needed electrical components and enter into a contract with Stone and Sons Electrical Contractors, 2530 Queenstown Road Birmingham, AL 35210 to perform the work necessary to return the electrical distribution to full capacity and reliability.

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

Sep-11-2012-735

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Linda Jones to serve on the Minor Heights Fire District Board of Trustees, beginning upon approval and ending September, 2017, 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.

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

9/11/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER OFFICE DISINFECTANT & FLOUORESCENT BULBS	CORONER/MED EXAMINER	54.54	1900062376
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR EMPLOYEE, J. SMITH TRAVEL	GEN SVCS: ELECTIONS	2.79	1900062250
*DISTRICT 1					57.33	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, FHAZMAT FINGERPRINT FEE, OFFICE SUPPL	R&T: HIWAY MAINT-BESS	148.02	1900062479
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRINTER CARTRIDGE HP LASERJET 2300	SENIOR CITIZEN SERVICES	21.01	1900062279
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL - ADAM HAGOOD - TRAFFIC DIVISION	R&T: TRAFFIC ENGIN	20.00	1900062267
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, PARTS	FLEET MGMT: ADMIN	170.14	1900062284
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCE WIRES, HINGES & BOLTS	R&T: HWAY MAINT-KETONA	195.48	1900062188
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCE PARTS & FITTING FOR AIR COMPRESSOR	R&T: HWAY MAINT-KETONA	107.82	1900062271
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS	FLEET MGMT: ADMIN	101.10	1900062285
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCING MATERIAL	R&T: HWAY MAINT-KETONA	212.23	1900062289
*DISTRICT 2					975.80	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE, NOTARY STAMP, SUPPLIES/MOBILE COMMAND UNT	SHERIFF ENFORCE-BHAM	157.87	1900062379
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN TRAVEL AUDIT-E.WOODIS 5/13	REVENUE	20.76	1900062235
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-BESSEMER OFFICE (SMALL EQUIP) 174.56	REVENUE	174.56	1900062237
DISTRICT 3	1001803	CHARLES P BELL JR	RETURN TRAVEL AUDIT-C. BELL - FLORIDA 5/12	REVENUE	92.67	1900062239
DISTRICT 3	1030145	GEORGE TABLACK	GEORGE TABLACK-REIMBURSEMENT TEMP HOUSE	FINANCE ADMINISTRATION	1,966.08	1900062263
*DISTRICT 3					2,411.94	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CASH FOR LOCAL MILEAGE	STORMWATER MGT AUTH	28.35	1900062189

DISTRICT 4	1000193	JEFFERSON CO TREASURER	LUNCH/JDAI MEETING	FC ADMIN SERVICES	171.00	1900062170
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORMWATER MGT AUTH	48.60	1900062282
DISTRICT 4	1000193	JEFFERSON CO TREASURER	AC ADAPTOR, RUBBER STAMPS, PARKING & REG./TRAINING	FC JUVENILE PROBATION	261.00	1900062171
DISTRICT 4	1000193	JEFFERSON CO TREASURER	NOTARY BOND & RECORDING	FC ADMIN SERVICES	115.91	1900062186
DISTRICT 4	1000193	JEFFERSON CO TREASURER	LOCAL MILEAGE FOR EDUCATION PROGRAM TO HANA BURWIN	STORMWATER MGT AUTH	37.67	1900062190
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD FOR RESIDENTS/BALL/CLEANER	YOUTH DET: SUPPORT SVCS	149.13	1900062290
*DISTRICT 4					811.66	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COIL COAT SPRAY;CHAIN; HOOKS;	ES: VILLAGE ELEC SHOP	254.97	1900062361
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RAIN GAUGE;WATER;PROGRAM A SPARE KEY;	ES: FIVE MILE CREEK WWTP	152.02	1900062406
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WELDING WIRE TIRE GAUGE	ES: TURKEY CREEK WWTP	68.23	1900061962
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1/2 GALLON SAMPLE BOTTLES FOR BARTON LAB	ES: CAHABA RIVER WWTP	145.80	1900062216
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS FOR ALUM SIGHT GLASS	ES: CAHABA RIVER WWTP	1.10	1900062219
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HARDWARE FOR ALUM SIGHT GLASS	ES: CAHABA RIVER WWTP	10.16	1900062222
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK TONER;BATTERY;DIESEL EXHAUST FLUID;	ES: VILLAGE ELEC SHOP	85.54	1900062223
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPAIR OF COUNTY VEHICLE B093105 BY OUTSIDE VENDOR	ES: INSP ENG & CONSTR	25.00	1900062172
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT TO EMPLOYEES	PER BD: WRKFORCE ANAL	223.10	1900062280
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAPACITORS TRANSFORMER COIL CLEANER RENEWAL NOTARY	ES: VALLEY CREEK WWTP	1,183.94	1900062281
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LANDSCAPE TIMBERS	ES: SURVEY ENG & CONST	42.84	1900062192
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONTAINERS TO CARRY SAMPLES, NUT DRIVERS	ES: TURKEY CREEK WWTP	45.41	1900062175
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLOOR FLANGE FOR ALUM SIGHT GLASS	ES: CAHABA RIVER WWTP	9.53	1900062214
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C SPRAY PROTECTANT	ES: CAHABA RIVER WWTP	24.72	1900062217
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRIMER FOR PVC PIPE	ES: CAHABA RIVER WWTP	5.40	1900062220
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL;VENT DIFFUSER;PACKING;NUTS & WASHERS;	ES: FIVE MILE MAINT SHOP	296.60	1900062225
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1-1/2 SUMP CHECK VALVE,3/4 JAM NUT,WEATHER CABLE,V	ES: PACKAGE WWTP & PUMP	209.76	1900062288
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GEAR BOX BOLTS, OIL PLUGS, SHROUD FOR PROBE	ES: TRUSSVILLE WWTP	61.22	1900062278
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING;TRASH CAN;WATER;PARTS;	ES: FIVE MILE CREEK WWTP	86.77	1900062075
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HARDWARE FOR ALUM TANK SIGHT GLASS	ES: CAHABA RIVER WWTP	10.85	1900062215
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RAIN X FOR SHOP TRUCK	ES: CAHABA RIVER WWTP	5.00	1900062218
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ALUM SIGHT GLASS	ES: CAHABA RIVER WWTP	30.00	1900062221
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEY;FLAG;	ES: FIVE MILE CREEK WWTP	61.45	1900062224
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTER,ACID, COUPLING,REPAIR KIT,O-RING	ES: VILLAGE MAINT SHOP	610.46	1900062194
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASKETS FOR SITE GLASS TUBING	ES: LEEDS WWTP	3.94	1900062195
DISTRICT 5	1030004	ZAIDA S. JONES	ZAIDA JONES REFUND OF INSURANCE PREMIUMS	HR ADMINISTRATION	84.73	1900062006
DISTRICT 5	1030016	PATRICIA SELLERS	PATRICIA SELLERS REFUND HEALTH PREMIUM	HR ADMINISTRATION	117.92	1900062167
*DISTRICT 5					3,856.46	
**					8,113.19	

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

Sep-11-2012-736

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department that the transfer/disposal/auction of the following equipment, be and hereby is approved.

Fixed Asset Transactions - Commission approval is required for Fixed Asset disposals and transfers.

Disposals (General Services - Print Shop Equipment)

160000001232	Accufast KT2	Warehouse for Auction
160000001231	Accufast XL	Warehouse for Auction
019130	Folding Machine	Warehouse for Auction
120000001366	Baum Folder	Warehouse for Auction
140000006288	Tabletop Folder	Warehouse for Auction
160000002372	Offset Press	Warehouse for Auction
160000002371	Offset Press	Warehouse for Auction
160000002373	Offset Press	Warehouse for Auction
160000000897	Offset Press	Warehouse for Auction
160000003610	Offset Press	Warehouse for Auction
160000003611	Offset Press	Warehouse for Auction
160000003608	Hole Punch	Warehouse for Auction
160000002034	Film Processor	Warehouse for Auction
160000004067	Film Processor	Warehouse for Auction
140000004328	Proactive	Warehouse for Auction
160000002726	Vacuum Table	Warehouse for Auction

Disposal (Comm. District 4)

140000006441	Savin 3535 Color Copier	Obsolete or no longer in department
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Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Sep-11-2012-737

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

For Week of 08/14/12 - 8/20/12

RECOMMENDED FOR:

1. GENERAL SERVICES: SECURITY FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO PURCHASE LAW ENFORCEMENT UNIFORMS FOR SECURITY. CONTRACT PERIOD: 05/24/2012 - 05/03/2013. SAP PURCHASE ORDER # 2000066602
\$5,813.00 TOTAL REFERENCE BID # 101-10
2. JEFFERSON REHABILITATION AND HEALTH CENTER (MATERIALS MANAGEMENT) FROM MEDLINE INDUSTRIES, PALATINE, IL, CONTRACT RENEWAL TO PURCHASE ADULT DIAPERS FOR REHAB PATIENTS) AT JRHC. CONTRACT PERIOD: 10/01/2012 - 09/30/2013. REFERENCE BID # 221-10 \$26,400.00 TOTAL
(AMOUNT FORECASTED BY USER DEPARTMENT)
3. JEFFERSON COUNTY JAIL: BIRMINGHAM DIVISION FROM ROBINSON TEXTILES, GARDENA, CA, CONTRACT RENEWAL FOR INMATE CLOTHING AT THE BIRMINGHAM JAIL. CONTRACT PERIOD: 08/31/2012 - 08/30/2012.
REFERENCE BID # 144-I 1 ESTIMATED EXPENDITURE \$27,480.00 TOTAL
4. GENERAL SERVICES (BULK STORES WAREHOUSE) FROM LAB SOURCE /GLOVE PLANET, CHICAGO, IL, TO AWARD CONTRACT FOR LATEX EXAM GLOVES. CONTRACT PERIOD: 10/01/12 - 9/30/2013.
REFERENCE BID # 159-12 \$10,000.00 TOTAL (AMOUNT FORECASTED BY USER DEPARTMENT)
5. ENVIRONMENTAL SERVICES FROM CHEMRITE INCORPORATED, BUFORD, GA, CONTRACT RENEWAL FOR GRANULAR CHLORINE. CONTRACT PERIOD: 10/01/2012 - 09/30/2013. REFERENCE BID # 219-10
ESTIMATED EXPENDITURE \$1,858.50 TOTAL
6. TREASURER'S OFFICE FROM EXPRESS PRINT AND PROMOTIONAL ITEMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR JEFFERSON COUNTY PAYROLL CHECKS. CONTRACT PERIOD: 10/01/2013 - 09/30/2013.
REFERENCED BID # 217-10 ESTIMATED EXPENDITURE \$9,119.30 TOTAL
7. GENERAL SERVICES BULK STORES WAREHOUSE FROM BUDGET JANITORIAL SUPPLY INCORPORATED, PELHAM, AL, CONTRACT RENEWAL FOR JANITORIAL PRODUCTS (AWARDED GROUP n. CONTRACT PERIOD: 10/01/2012 - 09/30/2013. REFERENCE BID # 167-11 ESTIMATED EXPENDITURE \$3,357.50 TOTAL
8. GENERAL SERVICES - BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR JANITORIAL PRODUCTS (AWARDED GROUPS II AND II). CONTRACT PERIOD: 10/01/2013 - 09/30/2013.
REFERENCE BID # 167-11 ESTIMATED EXPENDITURE \$6,899.40 TOTAL
9. GENERAL SERVICES BULK STORES WAREHOUSE FROM STRICKLAND PAPER COMPANY INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR COPY PAPER, COMMERCIAL ENVELOPES, PRINT SHOP PAPER AND RELATED ITEMS (AWARDED GROUP 1-10). CONTRACT PERIOD: 10/01/2012 - 09/30/2013.
REFERENCE BID # 143-10 ESTIMATED EXPENDITURE \$74,368.38 TOTAL
10. ENVIRONMENTAL SERVICES FROM SOURCE GRAPHICS, ANAHEIM, CA, CONTRACT RENEWAL FOR LASER PAPER, XEROX COPIER PAPER AND MYLAR FILM. CONTRACT PERIOD: 10/01/2012 - 09/30/2013.
REFERENCE BID # 166-11 ESTIMATED EXPENDITURE \$759.44 TOTAL
11. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM VULCAN ASPHALT REFINING, COLUMBUS, GA, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 03/01/2012 - 09/30/2012. SAP PURCHASE ORDER # 2000063329
CHANGE ORDER \$ 60,000.00 REFERENCE BID # 173-12 PURCHASE ORDER \$ 80,000.00 TOTAL
12. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR READY MIX CONCRETE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/2012 -09/30/2012. SAP PURCHASE ORDER # 2000063329
CHANGE ORDER \$ 2,000.00 REFERENCE BID # 178-11 PURCHASE ORDER \$ 12,000.00 TOTAL
13. ENVIRONMENTAL SERVICES: PACKAGE WWTP AND PUMP STATIONS FROM PURE AIR FILTRATION, NORCROSS, GA, TO AWARD CONTRACT FOR ODOR CONTROL CARBON REPLACEMENT SYSTEM. PRICE AGREEMENT PERIOD EFFECTIVE: 9/11/2012 - 9/10/2013. SAP PURCHASE ORDER # 2000067147 \$119,800.00 TOTAL
REFERENCE BID # 137-12

AMENDMENT NO. 1

For Week of 08/14/12 - 8/20/12

AMENDED FROM:

3. JEFFERSON COUNTY JAIL: BIRMINGHAM DIVISION FROM ROBINSON TEXTILES. GARDENA, CA, CONTRACT RENEWAL FOR INMATE CLOTHING AT THE BIRMINGHAM JAIL. CONTRACT PERIOD: 08/31/2012 - 08/30/2012.
REFERENCE BID # 144-11 ESTIMATED EXPENDITURE \$27,480.00 TOTAL

AMENDED TO:

3. JEFFERSON COUNTY JAIL: BIRMINGHAM DIVISION FROM ROBINSON TEXTILES. GARDENA, CA, CONTRACT RENEWAL FOR INMATE CLOTHING AT THE BIRMINGHAM JAIL. CONTRACT PERIOD: 08/31/2012 - 08/30/2013.
REFERENCE BID # 144-11 ESTIMATED EXPENDITURE \$27,480.00 TOTAL

AMENDED FROM:

6. TREASURER'S OFFICE FROM EXPRESS PRINT AND PROMOTIONAL ITEMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR JEFFERSON COUNTY PAYROLL CHECKS. CONTRACT PERIOD: 10/01/2013 - 09/30/2013.
REFERENCED BID # 217-10 ESTIMATED EXPENDITURE \$9,119.30 TOTAL

AMENDED TO:

6. TREASURER'S OFFICE FROM EXPRESS PRINT AND PROMOTIONAL ITEMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR JEFFERSON COUNTY PAYROLL CHECKS. CONTRACT PERIOD: 10/01/2012 - 09/30/2013.
REFERENCED BID # 217-10 ESTIMATED EXPENDITURE \$9,119.30 TOTAL

AMENDED FROM:

8. GENERAL SERVICES - BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR JANITORIAL PRODUCTS (AWARDED GROUPS 11 AND II). CONTRACT PERIOD: 10/01/2013 - 09/30/2013.
REFERENCE BID # 167-11 ESTIMATED EXPENDITURE \$6,899.40 TOTAL

AMENDED TO:

8. GENERAL SERVICES - BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR JANITORIAL PRODUCTS (AWARDED GROUPS 11 AND 11). CONTRACT PERIOD: 10/01/2012 - 09/30/2013.
REFERENCE BID # 167-11 ESTIMATED EXPENDITURE \$6,899.40 TOTAL

AMENDED FROM:

11. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM VULCAN ASPHALT REFINING, COLUMBUS, GA, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 03/01/2012 - 09/30/2012. SAP PURCHASE ORDER # 2000063329
CHANGE ORDER \$ 60,000.00 REFERENCE BI D# 173-12 PURCHASE ORDER \$ 80,000.00 TOTAL

AMENDED TO:

11. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM VULCAN ASPHALT REFINING, COLUMBUS, GA, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 03/01/2012 - 09/30/2012. SAP PURCHASE ORDER # 2000063329
CHANGE ORDER \$ 60,000.00 REFERENCE BID # 173-12 PURCHASE ORDER \$ 80,000.00 TOTAL

AMENDED FROM:

12. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR READY MIX CONCRETE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/2012 -09/30/2012. SAP PURCHASE ORDER # 2000063329
CHANGE ORDER \$ 2,000.00 REFERENCE BID # 178-11 PURCHASE ORDER \$ 12,000.00 TOTAL

AMENDED TO:

12. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR READY MIX CONCRETE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/2011 - 09/30/2012. SAP PURCHASE ORDER # 2000063329
CHANGE ORDER \$ 2,000.00 REFERENCE BID # 178-11 PURCHASE ORDER \$ 12,000.00 TOTAL

For Week of 08/21/12 - 8/27/12

RECOMMENDED FOR:

1. COMMUNITY DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES FOR THE PERIOD OF 10/01/11 - 9/30/12.
SAP PURCHASE ORDER # 2000060449 CHANGE ORDER \$ 5,000.00
PURCHASE ORDER \$18,100.00 TOTAL

2. COMMUNITY DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES FOR THE PERIOD OF 10/01/11- 9/30/12.
SAP PURCHASE ORDER # 2000060451 CHANGE ORDER \$2,000.00

PURCHASE ORDER \$9,400.00 TOTAL

3. REVENUE DEPARTMENT FROM NCP SOLUTIONS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PRINTING AND MAILING OF JEFFERSON COUNTY TAX BOOKS. CONTRACT PERIOD: 10/01/12 - 09/30/13.
REFERENCE BID # 142-10 \$80,000.00 TOTAL (AMOUNT FORECASTED BY USER DEPARTMENT)
4. COOPER GREEN MERCY HOSPITAL FROM JOINT COMMISSION RESOURCES CHICAGO, IL, PURCHASE ORDER FOR JOINT COMMISSION SURVEY. SAP PURCHASE ORDER # 200067226 \$6,375.00 TOTAL
5. ENVIRONMENTAL SERVICES FROM ALABAMA GRAPHICS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR LASER PAPER, XEROX COPIER PAPER AND MYLAR FILM (AWARDED GROUP II). CONTRACT PERIOD: 10/01/2012 - 09/30/2013.
REFERENCE BID # 166-11 ESTIMATED EXPENDITURE \$215.74 TOTAL
6. JEFFERSON COUNTY REHABILITATION AND HEALTH CENTER (MATERIALS MANAGEMENT) FROM SUPREME MEDICAL FULFILLMENT, MOBILE, AL, CONTRACT RENEWAL TO PURCHASE BARIATRIC DIAPERS AND UNDERPADS. CONTRACT PERIOD: 10/01/12 - 9/30/13. REFERENCED BID # 221-10 \$15,000.00 TOTAL
(AMOUNT FORECASTED BY DEPARTMENT)
7. INFORMATION TECHNOLOGY FROM TEKLINKS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR UPGRADE A PRODUCTION AND REPLICATION EMC GEN 4 CENTERA(S). CONTRACT PERIOD: 10/01/2012 - 09/30/2013.
REFERENCE BID # 166-12 \$87,229.00 TOTAL
8. CENTRAL LAUNDRY FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR LIQUID LAUNDRY SUPPLIES. CONTRACT PERIOD: 10/01/2012 - 09/30/2013. REFERENCE BID # 168-11
ESTIMATED EXPENDITURE \$7,894.95 TOTAL
9. GENERAL SERVICES CRAFTS FROM TINGUE BROWN AND COMPANY, BOSTON, MA, PURCHASE ORDER FOR CONTINUOUS BELT CLEANER ASSEMBLY- LAUNDRY DOWN (RUSH ORDER).
SAP PURCHASE ORDER # 2000067214 \$5,261.22 TOTAL
10. ACKNOWLEDGMENT FOR ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM HEATEC INCORPORATED, CHATTANOOGA, TN, PURCHASE ORDER FOR LIQUID ASPHALT TRANSFER PUMP. (EMERGENCY ORDER - RELEASED 8/24/ 12) SAP PURCHASE ORDER # 2000067239 \$6,349.00 TOTAL
11. GENERAL SERVICES (BULK STORES WAREHOUSE) FROM PRIMESOURCE, MONSET, NY, TO AWARD CONTRACT FOR PURCHASE OF VINYL EXAM, POWDER FREE, LATEX FREE GLOVES. CONTRACT PERIOD: 10/01/12 - 9/30/13.
REFERENCE BID # 159-12 \$20,000.00 TOTAL (AMOUNT FORECASTED BY DEPARTMENT)
12. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 09/30/2012. SAP PURCHASE ORDER # 2000059362 CHANGE ORDER \$10,000.00
PURCHASE ORDER \$38,000.00 TOTAL
13. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOFF'S RADIATOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11- 9/30/12. SAP PURCHASE ORDER # 2000059462 CHANGE ORDER \$3,000.00
PURCHASE ORDER \$6,000.00 TOTAL
14. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SANSOM EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 -9/30/12. SAP PURCHASE ORDER # 2000059449 CHANGE ORDER \$3,000.00
PURCHASE ORDER \$6,000.00 TOTAL
15. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SOUTHERN HYDRAULICS AND MACHINERY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12.
SAP PURCHASE ORDER # 2000059457 CHANGE ORDER \$4,000.00
PURCHASE ORDER \$8,000.00 TOTAL
16. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR AUTOMOTIVE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000056465
CHANGE ORDER \$30,000.00 PURCHASE ORDER \$73,000.00 TOTAL
17. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ALABAMA CONSTRUCTION SUPPLY, BIRMINGHAM, AL, PURCHASE ORDER FOR ASPHALT LUTES AND SHOVELS. SAP PURCHASE ORDER # 2000067293
\$6,855.00 TOTAL

18. GENERAL SERVICES ADMINISTRATION FROM BIRMINGHAM ARMORED INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR ARMORED CAR SERVICES ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000058795
CHANGE ORDER \$ 1,689.70 PURCHASE ORDER \$70,629.46 TOTAL
19. COOPER GREEN MERCY HOSPITAL FROM KENTRON HEALTHCARE INCORPORATED, SPRINGFIELD, TN, TO AWARD CONTRACT FOR DISPOSABLE PILLOWS. CONTRACT PERIOD: 9/12/12 - 9/11/13. REFERENCE BID # 156-12
ESTIMATED EXPENDITURE \$7,216.80 TOTAL
20. JEFFERSON COUNTY WORKFORCE DEVELOPMENT FROM BONUS BUILDING C.~RE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CUSTODIAL SERVICES WITH 3% DISCOUNT. CONTRACT PERIOD: 10/01/12 - 9/30/13.
REFERENCE BID # 209-10 ESTIMATED EXPENDITURE \$11,590.82 TOTAL
21. ENVIRONMENTAL SERVICES: LINE MAINTENANCE FROM ADS LLC, BIRMINGHAM, AL, TO PURCHASE FLOW MONITORING PARTS. CONTRACT PERIOD: 7/1/12 - 6/30/13. SAP PURCHASE ORDER # 2000067325
\$41,581.48 TOTAL REFERENCE BID # 97-11
22. ACKNOWLEDGMENT FOR ENVIRONMENTAL SERVICES FROM INLINE ELECTRIC SUPPLY COMPANY, HUNTSVILLE, AL, EMERGENCY PURCHASE ORDER FOR SIEMENS BUSWAY 3000A 480V POWER SUPPLY PANEL TRAY.
SAP PURCHASE ORDER # 2000067330 \$21,575.00 TOTAL
ADDENDUM NO. 1
For Week of 08/21/12 - 8/27/12

RECOMMENDED FOR:

1. GENERAL SERVICES ADMINISTRATION FROM GORRIE REGAN, BIRMINGHAM, AL, TO PURCHASE FOLDING GATE ARM, GATE AND TICKET DISPENSER TO REPAIR COUNTY PARKING DECK ACCESS.
SAP PURCHASE ORDER # 2000067342 \$11,460.00 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.

Sep-11-2012-738

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 08/14/12 - 08/20/12

1. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM METRO TRUCK RENTAL, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LAUNDRY PICK UP AND DELIVERY FOR CGHM AND JRHC PATIENT(S). CONFIRMED WITH FLEET MANAGEMENT THAT NO VEHICLE EXISTS IN THE JCC TO TRANSPORT LAUNDRY. CURRENT JRHC VEHICLE IS NOT OPERATIONAL. SAP PURCHASE ORDER # 2000060325
CHANGE ORDER \$ 1,585.29 PURCHASE ORDER \$10,585.29 TOTAL
For Week of 08/21/12 - 8/27/12
1. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM METRO TRUCK RENTAL, PELHAM, LA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRUCK RENTAL FOR LAUNDRY PICK UP AND DELIVERY FOR CGMH AND JRHC PATIENTS. CONFIRMED WITH FLEET MANAGEMENT THAT NO VEHICLE EXISTS IN THE JCC FLEET TO TRANSPORT LAUNDRY. CURRENT JRHC VEHICLE IS NOT OPERATIONAL.
SAP PURCHASE ORDER # 2000060325 CHANGE ORDER \$ 4,000.00
PURCHASE ORDER \$14,585.29 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.

Sep-11-2012-739

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 08/14/12 -

08/20/12 and 8/21/12 - 8/27/12, be and hereby is approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Roads & Transportation - 2 participants	
Kenneth Burton	\$125.00
Tracy Pate	\$125.00
Design & Accessibility for Bicycle and Pedestrian Facilities	
Pelham, AL – August 22, 2012	

Individual Staff Development

Environmental Services	
Richard Pennington	\$881.85
46 th Surveying & Mapping Conference	
Montgomery, AL – October 17-19, 2012	

Jefferson Rehabilitation & Health Center	
Derry Johnson	\$375.00
Alabama Nursing Home Assn. 2012 Annual Convention	
Birmingham, AL – September 18-21, 2012	

Roads & Transportation	
Ken Boozer	\$125.00
Traffic Barrier/End Terminal Design	
Pelham, AL – September 21, 2012	

For Information Only

Personnel Board	
Tiffany Owens	\$432.16
University of South Alabama Career Fair	
Mobile, AL – September 13, 2012	

Tiffany Owens	\$200.00
University of Alabama at Birmingham Career Event Registration	
Birmingham, AL – September 25, 2012	

Tiffany Owens	\$200.00
University of North Alabama Career Event Registration	
Florence, AL – October 9, 2012	

Tiffany Owens	\$525.00
University of Alabama Tuscaloosa General Career Fair	
Tuscaloosa, AL – September 19, 2012	

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

BUDGET TRANSACTIONS

1. Roads & Transportation

Increase revenue reimbursement account \$491,164.52 and the following expenditure accounts to record an 80% reimbursement from ALDOT for: right of way on Morgan Road \$39,945.37; new construction for Patton Chapel Road Phase \$30,057.70; right of way for TOPICS Phase VII \$304,745.12; new construction for the federal aid matching \$102,391.46 and engineering services for Blossburg Road \$14,024.87.

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

REQUEST FOR CERTIFICATIONS

Probate Court

Court Clerk

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

Family Court - Clerk's Office

Chief Court Clerk

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

District Attorney - Bessemer

Legal Secretary

District Attorney - Bessemer - Worthless Check Unit

Legal Secretary

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above Request for Certifications be carried over. Voting "Aye" Knight, Bowman and Carrington. Voting "Nay" Stephens. Commissioner Brown abstained.

Tax Assessor - Bessemer

Administrative Assistant II - 2 positions

Roads & Transportation - Administration

Administrative Assistant I

Roads & Transportation - Highway Maint. - Ketona Division

Heavy Equipment Operator

Environmental Services - Five Mile Creek Maint. Shop

WWTP Maintenance Worker

Environmental Services - Package Plants & Pump Stations

WWTP Supervisor

Cooper Green Mercy Hospital - St. George's Clinic

Sr. Social Worker

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

Sep-11-2012-740

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 Unisoft International, Inc. , d/b/a SMA to provide software license and maintenance support for OpCon XPS job scheduling application for the period September 1, 2012 - August 31, 2013 in the amount of \$68,200. CONTRACT NO.: 00003013

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of September, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Unisoft International Inc., d/b/a SMA hereinafter referred to as the "Contractor" to provide Software License and Maintenance Support for OpCon-XPS Job Scheduler.

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-Contract number 3013, and contract amendment number 1 approved by the Commission February 8, 2011.

1. Amend Terms and conditions:

The terms and conditions of Unisoft International, Inc., d/b/a SMA quote dated 8/8/12, is incorporated herein by reference and attached hereto.

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

WITNESS: JEFFERSON COUNTY COMMISSION

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

WITNESS: Contractor

By: _____
Authorized Signature

Quotation

1	SMA OpConLmited Site License 01-Sep-12 to 31-Aug-13	1	\$68,200.00	\$68,200.00
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Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Sep-11-2012-741

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and SHI International Corp. to provide COBOL software and support services for the period June 12, 2012 - June 11, 2015 in the amount of \$35,173.

CONTRACT NO: 00003958

COBOL Software and Support

THIS AGREEMENT entered into this 1st day of June 2012, by and between Jefferson County Alabama (hereinafter referred to "the County"), and SHI International Corporation (hereinafter referred to "the Contractor"). The effective date of this agreement shall be June 12, 2012.

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

WHEREAS, the Contractor desires to furnish said COBOL Software and Support services to the Jefferson County Commission Information Technology Department.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Invitation To Bid No. 111-12 COBOL Software and Support. The ITB 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. Maintenance includes 240 no cost for upgrades of newly released software. All software licenses must be license to Jefferson County Commission. The Scope of COBOL Software Support services are as follows:

Price Schedule

Item	Product	Part Number	Qty	Unit Price	Extended Price
	Visual COBOL for Visual Studio v2010.R4 Upgrade 2 for x86 running Win XP, Vista Windows 7, Server 2008 for 4 Named User License including 1 years maintenance, Micro	COBOL Developer			
1a	Focus	Licenses	1	\$ 15,878.00	\$ 15,878.00
	2 Year Support for Visual COBOL for Visual	2 Year Support for			
1b	Studio v 2010. R4 Upgrade 2 Micro Focus COBOL 2010 Runtime v2010.R4 Upgrade 2 for x86 running Win XP, Vista, Window 7, Server	Visual COBOL	4	714.00	2,856.00

	2003, Sever 2008 (Xeon(Nehalem EX) for 1 Cores 1 CPUs) License including 1 years	Micro Focus			
2a	maintenance, Micro Focus	COBOL	1	14,029.00	14,029.00
	2 Year Support for COBOL 2010 Runtime v	2 Year Support for			
2b	2010. R4 Update 2 Micro Focus	COBOL	1	2,410.00	2,410.00
				TOTAL	\$35,173.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission for a 3 year term; contract expires on June 11, 2015.

4. ASSIGNMENT: No portion of the 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, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

6. 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 cost shown on: Price Schedule. Payment terms are Net 30 days after receipt of invoice.

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

9. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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

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

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, it's 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. 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.

14. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value

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

15. 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.

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 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.

17. 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.

18. 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
Information Technology Department
Attention: Willie Wright
716 N. Richard Arrington Jr Blvd
Suite 700A
Birmingham, AL 35233

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

SHI INTERNATIONAL, CORP

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

Sep-11-2012-742

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Archives Security, Inc. to provide destruction of old backup tapes for the period September 3, 2012 - September 2, 2013 in the amount of \$2,500.

CONTRACT NO. 00004197

Destruction Services

THIS AGREEMENT entered into this 3rd day of September, 2012, by and between Jefferson County Alabama, hereinafter called "the County", and Archives Security, Inc., called "the Contractor". The effective date of this agreement shall be September 3, 2012.

WHEREAS, the County desires to contract for Destruction Services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said destruction 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: Secure incineration destruction of tapes via high temperature. Pick up tapes from County's Information Technology Department. Transport tapes from County location in lockable wheelie bins to Contractor's covered truck/van. Remove tapes from truck/van to incinerator; destroy/burn via high temperature in accordance with environmental guidelines and local burning restrictions. Contractor to provide a Certificate of Destruction to Jefferson County's Information Technology representative within 48 hours of destruction certifying the tapes was incinerated, fully destroyed and completely unrecoverable.
3. SCHEDULE: Contractor will adhere to an agreed upon schedule for pickup of tapes by County's designated Information Technology representative.
4. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on September 2, 2013 with the County's option to renew for two (2) additional one (1) year terms.
5. COMPENSATION: The Contractor shall be compensated for services in the sum not to exceed \$2,500.00.
6. PAYMENT TERMS:
Net 30
7. 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.
8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law. Bidder shall agree that he/it understands and complies with all the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and that he/it has in place operating procedures which reflect HIPAA compliance.
9. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications. due to nonperformance.
10. 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.

11. 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.

12. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap,

13. 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.

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

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

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

(sic)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 and 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. 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.

18. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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.

19. 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

Archives Security, Inc.

John McManaway, Vice President/General Manager

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

Sep-11-2012-743

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and IBM Corporation to provide maintenance and support for Data Center IBM hardware and software for the period September 7, 2012 - September 6, 2013 in the amount of \$51,465.48.

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

Sep-11-2012-744

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 Regional Bio-Medical Laboratory, Inc. to provide lab testing services as required by referring physicians for residents at Jefferson Rehabilitation & Health Center for the period May 1, 2012 - April 30, 2013 in the amount of \$10,000.

Contract ID: CON-00004193

Bid : 82-10

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and REGIONAL BIO-MEDICAL. (hereinafter called the "Contractor").

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:

The contract between the parties which was approved by the Jefferson County Commission on September 21, 2011, at M.B. 180, Pg. 431-435, is hereby amended as follows:

- Amend the Terms of Agreement Work paragraph as follows: This contract will be effective May 1, 2012 through April 30, 2013
- All other terms and conditions to the original contract remain the same.

Derry Johnson, Director

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR

Regional Bio-Medical Representative

Regional Bio-Medical Laboratory, Inc.

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

Sep-11-2012-745

Whereas, it is the policy of the Jefferson County Commission to recognize achievements of those individuals, groups and organizations who have impacted our community for the better; and

Whereas, AT&T Chairman and CEO Randall Stephenson nationally re-launched the "IT CAN WAIT" with "No Text on Board -- Pledge Day"; and

Whereas, Jefferson County holds the health and safety of its young adults as a chief concern; and

Whereas, Text messaging is the main mode of communication for most American teenagers with half of all teens sending between 21 and 70 texts a day; and

Whereas, 90% of American teenagers expect a reply to a text message with five minutes; and

Whereas, in an AT&T survey, 43% is of American teenage drivers admitted to texting while driving even though 97% know it is dangerous; and

Whereas, a Virginia Tech study showed those who send text messages while driving are 23 times more likely to crash; and,

Whereas, a driver that sends a text message while driving not only jeopardizes his or her safety, but also the safety of passengers, pedestrians and other drivers.

NOW, THEREFORE, IT BE RESOLVED, that Jefferson County Commission hereby proclaim September 19, 2012 as "No Text On Board -- Pledge Day"

Adopted by the Jefferson County Commission in Birmingham, Alabama. A copy of this Resolution is spread upon the minutes of the Jefferson County Commission on this the 11th day of September, 2012.

W. D. Carrington, President

George F. Bowman, Commissioner

Sandra Little Brown, Commissioner

T. Joe Knight, Commissioner

James A. Stephens, Commissioner

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

Sep-11-2011-746

WHEREAS, The Jefferson County Commission and American Cadastre, LLC (AmCad) propose to enter into a three year contract to provide for an eCommerce Revenue Sharing and License Agreement for the access of Probate Court Land Records beginning September 15, 2012; and

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

NOW THEREFORE, BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby authorizes the President of the County Commission to execute the aforementioned contract.

AMCAD PREMIUM SERVICE OFFERING AND SOFTWARE LICENSE AGREEMENT

This is Premium Service Offering and Software License Agreement (the "Agreement") is dated as of the day of , 2012 ("Effective Date") and is made by and between Jefferson County Commission, ("LICENSEE") an organization governed by Alabama, and AMERICAN CADASTRE, LLC, dba AMCAD®, ("LICENSOR") a private company, headquartered in Herndon, Virginia. Hereinafter LICENSEE and LICENSOR shall be referred to collectively as the "PARTIES."

WHEREAS, LICENSEE desires to utilize a computer software application that provides a data centric search which queries and combines data from LICENSEE'S database(s); and

WHEREAS, LICENSOR has proposed the use of its Standard Edition Rapid Online Access Method (ROAM®) software system and Internet Credit Card Processing System which will provide the LICENSEE with the capabilities it requested, by offering a solution including data centric searches to query/combine data, thereby enhancing data access, and a Credit Card Processing System for the collection of fees for select access as described herein; and

WHEREAS, LICENSEE agrees to provide LICENSOR with a read-only copy of all databases being used with the Standard Edition of ROAM, as well as reasonable access (at a minimum at least one time daily) for loading of updates. LICENSEE also agrees to provide a link on their website to LICENSOR's Standard Edition ROAM site and ROAM Premium Services Offering (PSO) site; and

WHEREAS, PARTIES elect to enter into an Agreement concerning the benefits relating to the aforementioned software application.

NOW, THEREFORE, the PARTIES hereto do mutually agree to the following provisions-

1 . SCOPE OF WORK

LICENSOR will provide the Standard Edition of Rapid Online Access Method (ROAM©) software license to the LICENSEE's offices as detailed in the PARTIES Statement of Work (EXHIBIT A). Furthermore, if the LICENSEE decides that additional software applications,

services, or equipment are needed to provide for the LICENSEE, these services may be priced and amended to this Agreement. If the additional service involves a change to the Software license or other deliverable, the LICENSEE will provide a description of the work to LICENSOR and LICENSOR will provide a cost estimate, project schedule and a description of the requested services. Implementation, deliverables, and performance standards shall be as determined by the PARTIES.

2. FEES

SEE EXHIBIT A. (on file in the Minute Clerk's office)

3. TERM OF LICENSE AGREEMENT

The terms of this License Agreement shall be for three (3) years ("Initial Term"), unless otherwise terminated as provided herein The Initial Term constitutes the Term. LICENSOR may terminate this License Agreement upon written notice if LICENSEE does not comply with the terms of this License Agreement within thirty (30) days of the Effective Date of this License Agreement.

4. SITE PREPARATION

a. If the software/system to be installed requires special environmental considerations, LICENSOR shall provide site preparation specifications for software/system within a reasonable time upon request by the LICENSEE, unless such specifications have been included in the LICENSOR's proposal. These specifications shall be in such detail as to ensure that the software/system, if installed according to these specifications, shall operate efficiently, from an environmental point of view and properly from a functional point of view.

b. The LICENSEE (or LICENSOR if desired and funded by the LICENSEE) will procure necessary hardware as per the specifications in the LICENSEE PARTIES Statement of Work (EXHIBIT B) - in accordance with the installation schedule, that may be revised, and the LICENSOR will review and comment on the adequacy of the hardware specifications. All warranty service on equipment will be performed by the Original Equipment Manufacturer (OEM) after diagnosis from LICENSOR that the problem is hardware related. The LICENSEE is not responsible for hardware with regards to management of ROAM and ROAM PSO services.

5. INSTALLATION AND DELIVERY DATES

a. The LICENSEE shall provide the LICENSOR access to the site for the purpose of installing the system software prior to the Go-Live Date. Should the LICENSEE elect to purchase and/or install any portion of the equipment such installation shall be done in accordance with the latest schedule. LICENSOR shall not be liable for any LICENSEE installation, which delays the project in any manner.

b. The LICENSOR shall determine that the ROAMsoftware application is ready for use, and shall then present the LICENSEE a notification for sign-off in writing that the system is operational.

6. TRAINING

a. The LICENSOR shall provide up to two (2) remote training sessions to mutually agreed upon LICENSEE personnel and external user base in the operation of the system as a standard part of the installation of the system, at mutually agreeable times prior to, or subsequent to, system installation, for purposes of familiarization with all system operations. The LICENSEE shall prepare a training facility that provides adequate resources to facility such the remote training sessions.

b. The LICENSEE shall ensure that all designated personnel are made available for such training to be completed by the LICENSOR in accordance with the project plan to be developed between the LICENSEE and LICENSOR. It is very important that supervisory personnel attend this training. If consultants are utilized by the LICENSEE they may also attend the training but only after the consultants have signed LICENSOR's Non-Disclosure Agreement. It is equally important that all LICENSEE personnel receiving the training be familiar with standard internet browsers (Internet Explorer, Safari, Chrome, Firefox, or Opera). If they are not familiar with standard internet browsers (Internet Explorer, Safari, Chrome, Firefox, or Opera), they should not attend the LICENSOR provided training. Any additional training required to be provided by the LICENSOR shall be at the additional expense of the LICENSEE.

7. DOCUMENTATION

a. The LICENSOR agrees to provide to the LICENSEE with electronic access to a technical wiki that will provide the LICENSEE with support for administrative functions. The LICENSOR will provide the LICENSEE with a sample HELP FILE that can be posted on the ROAM site. LICENSEE may modify this HELP FILE prior to Go-Live of the ROAM site, however this modified HELP FILE should be provide to the LICENSOR no later ten (10) business days prior to the Go-Live of the ROAM Site.

b. All LICENSOR supplied documentation and access to online documentation, not intended for the purpose of being posted directly to the ROAM site shall be considered proprietary to LICENSOR.

8. WARRANTY

a. System Software

i. Notwithstanding the original manufacturer's equipment warranties to the equipment purchased herein (as applicable), the LICENSOR shall warrant that all system software supplied hereunder shall function as designed by the LICENSOR after the "Go-Live" event wherein the LICENSEE is utilizing the new LICENSOR provided Software. During such warranty period, any confirmed system defects by LICENSOR noted by the LICENSEE shall be reported to the LICENSOR and resolved without any charge whatsoever to the LICENSEE and within a reasonable period of time. Prior to the expiration of the Warranty period the LICENSEE and the LICENSOR shall reach an

agreement on the delivery date of any of these outstanding issues.

ii. The warranty provided is a limited warranty and shall not apply to new requirements, software repairs or deficiencies caused by improper operation, deliberate acts by LICENSEE employees or their agents, or damages caused by acts of God. In such cases, LICENSOR shall be entitled for reasonable expenses incurred in making system repairs.

9. PATENT AND COPYRIGHT PROTECTION

a. The LICENSOR, at its own expense, shall defend any action brought against the LICENSEE to the extent that such action is based upon a claim that the system supplied by the LICENSOR, or the operation of such system pursuant to a current version of LICENSOR -supplied operating software, infringes a United States patent or copyright.

b. The LICENSOR shall pay those costs and damages finally awarded against the LICENSEE in any such action. Such defense and payment shall be conditioned on the following:

i. That the LICENSOR shall be notified within a reasonable time in writing by the LICENSEE of any notice of such claim; and,

ii. That the LICENSOR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

c. Should the system, or the operation thereof, become, or in the LICENSOR's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright, the LICENSEE shall permit the LICENSOR at its option and expense either to procure for the LICENSEE the right to continue using the system, or to replace or modify the same so that they become non-infringing.

d. If, in the sole opinion of the LICENSEE, the return of such infringing system makes the retention of other items of system acquired from the LICENSOR under this Agreement impractical, the LICENSEE shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge. The LICENSOR agrees to take back such system and refund any sums the LICENSEE has paid LICENSOR less any reasonable amount for use or damage. Such indemnity by the LICENSOR as to use of such system shall not apply to any infringement arising out of the use or in combination with other items where such infringement would not have occurred in the normal use intended for the system.

10. DISPUTE RESOLUTION

Should a dispute arise between the LICENSEE and the LICENSOR as to the responsibilities, limitations, or working relations of either organization, every reasonable effort will be made to resolve the difference by the designated project personnel and under the terms and conditions of this Agreement. If the dispute remains open despite these efforts, the terms of the Agreement shall prevail, and any further disputes will be referred to the LICENSEE Project Manager and LICENSOR Project Manager respectively. Both parties will take necessary action to reach a mutually acceptable agreement which shall be finally approved by both parties.

11. FORCE MAJEURE

a. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

b. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, hurricane, or other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

c. If a delay or failure in performance by the LICENSOR arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the LICENSOR and subcontractor, and without the fault or negligence of either of them, the LICENSOR shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the LICENSOR to meet the required performance schedule.

12. LICENSOR INTELLECTUAL/PERSONAL PROPERTY RIGHTS

LICENSOR conveys no title in, license to, or right to use any LICENSOR intellectual property, including but not limited to LICENSOR proprietary processes or software, except as specifically provided for in this Agreement. All property provided by LICENSOR shall remain the sole and exclusive property of LICENSOR, provided that LICENSEE is licensed to use the Software as described herein. The LICENSEE shall have an unlimited and perpetual right to use all training and other documentary materials prepared by LICENSOR for implementation of the Software, provided the LICENSEE has made full and prompt payment to the LICENSOR.

13. HOLD HARMLESS

a. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

b. The LICENSOR will indemnify, defend and hold harmless the LICENSEE from liability for loss, damage, or injury to persons or property arising from or related to the performance of this Agreement, which result from acts, omissions, or negligence of the LICENSOR, its officers, agents or employees.

c. The LICENSEE will indemnify, defend and hold harmless the LICENSOR from liability for loss, damage, or injury to persons

or property arising from or related to the performance of the Agreement which results from acts, omissions, or negligence of the LICENSEE, its officers, agents or employees. This indemnification will survive the termination of this Agreement.

d. LICENSEE's remedies against LICENSOR shall be limited to replacement or repair of any defective Products or Services, or, at the discretion of LICENSOR, a refund of all sums paid by LICENSEE to LICENSOR for the defective Products or services and for any other goods or services rendered substantially worthless because of the defective Products and Services.

14. SERVICE REPAIR AND TECHNICAL SUPPORT

LICENSOR agrees to provide technical support to assist LICENSEE solely as describe in the PARTIES Statement of Work (EXHIBIT A). LICENSOR is not responsible for providing support to LICENSEE's End Users.

15. CREDIT CARD COLLECTIONS

In the event that LICENSEE's End Users access the ROAM or ROAM PSO software application through LICENSEE's access points (i.e. website) on a pay-per-use or subscription basis, LICENSOR is solely responsible for collecting the credit cards charges from each End User. LICENSEE shall not bill or collect credit card charges from End Users, nor shall it direct or allow a third party to bill or collect credit card charges from End Users on its behalf, during the Term of this Agreement.

16. INDEPENDENT CONTRACTOR

This Agreement is for the software and professional services of LICENSOR and is assignable by LICENSOR in accordance with paragraph 35 hereunder. In performing these professional services, LICENSOR is an independent contractor and is not acting as an agent or employee of the LICENSEE.

17. INTERNET WEBSITE ACCESS

LICENSEE shall use commercially reasonable efforts to maintain good working order of, and consistent access to the LICENSEE's website that will host the ROAM and the ROAM PSO software application for the LICENSEE's End Users.

18. GRANT OF LICENSE

LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts, a nonexclusive ROAM software license ("License") to use the software application in the offices as detailed in Exhibit A pursuant to the terms and conditions of this Agreement.

19. LICENSE RESTRICTIONS

LICENSEE shall have no right to sublicense the License, to use the Software for any purposes not expressly permitted by this License Agreement, or to the source code for the Software. LICENSEE agrees to use the Software only for LICENSEE's own business. LICENSEE shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of LICENSEE's prime and remote sites except as licensed via the Internet module. No transfer of title to the Software is affected by this License. LICENSOR shall retain sole and exclusive title to the Software and all modifications, derivative works, and intellectual property right associated therewith. Except as specifically set forth herein, the License granted herein shall not be construed as a right or license to any proprietary information, trademarks, trade secrets, or patents owned or licensed by LICENSOR. The License shall cease and terminate immediately upon termination of this License Agreement for any reason. LICENSEE shall not copy, modify, install, distribute, reverse engineer, disassemble, reverse compile, or otherwise make any translation, adaptation, arrangement or any alteration of the Software (electronically or otherwise) for any reason whatsoever. LICENSEE shall deliver all copies, summaries, abstracts or modified versions of the Software and Confidential Information in the LICENSEE's possession or under its control to LICENSOR within fifteen (15) days after the termination of this License Agreement.

20. TERMINATION

a. Upon termination or other expiration of this Agreement, each party will assist the other party in the orderly termination of the Agreement and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. Prior to the expiration of this Agreement, this Agreement may be terminated for the convenience of both parties by mutual consent.

b. The LICENSEE may terminate this Agreement under the provisions of paragraph 24, "Rights and Remedies of LICENSEE for Default", and the LICENSOR may terminate this Agreement under the provisions of paragraph 25, "Rights and Remedies of LICENSOR for Default". Terminating for other than cause under this Agreement shall require a minimum of thirty (30) days' notice by either party.

21. LICENSE OWNERSHIP

LICENSEE and LICENSOR agree that LICENSOR owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by LICENSOR or any third party.

22. ADDENDA

LICENSEE may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of LICENSOR's compensation which are mutually agreed upon by and between LICENSEE and LICENSOR, shall be effective when incorporated in written amendments to this Agreement.

23. CONFIDENTIAL INFORMATION

a. "Confidential Information" shall mean all knowledge and information disclosed, directly or indirectly, by either party pursuant to this License Agreement. Confidential Information includes the Software. All Confidential Information is acknowledged confidential and proprietary to the originating party. Both Parties shall take all reasonable steps to safeguard the secrecy and confidentiality of such information, and shall not disclose any of such information solely for a purpose contemplated by the License Agreement, and in such cases only under written conditions of strict confidentiality.

b. LICENSEE agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of LICENSOR. During the period this Agreement is in effect and at all times after its termination, LICENSEE and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. LICENSEE shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of LICENSEE without the prior written consent of LICENSOR.

c. Except as provided in this License Agreement, from and after the date hereof, neither LICENSEE, LICENSOR, their agents, representatives, nor employees, shall disclose or use any Confidential Information, nor shall LICENSEE, LICENSOR, their agents, representatives, nor employees make, use, offer for sale, or sell any products or services containing, or derived from such Confidential Information. LICENSEE and LICENSOR shall be responsible and liable for any breach of this License Agreement by their agents, representatives, or employees.

d. Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by LICENSOR under this Agreement which LICENSEE requests to be kept as confidential shall not be made available to any individual or organization by LICENSOR without the prior written approval of the LICENSEE except as authorized by law.

e. LICENSOR acknowledges that LICENSEE is a governmental entity and as such is subject to regulations governing public information. LICENSEE will notify LICENSOR in the event a request for information may conflict with the terms cited herein. Nevertheless, LICENSEE will release information in accordance with the then prevailing laws governing such matters. LICENSOR agrees to hold LICENSEE harmless from the terms of this Agreement in such event with the LICENSEE would have been in violation of public information laws had information been withheld.

f. LICENSOR shall not be liable or held responsible for any loss, expenses or damages that may be suffered or incurred by LICENSEE or LICENSEE's End Users from the use of this service relating to the content of the information being shared from LICENSEE's database(s) including, but not limited to, personal private information.

24. RIGHTS AND REMEDIES OF LICENSEE FOR DEFAULT

In the event of a default by the LICENSOR under this Agreement, LICENSOR shall have thirty (30) days, from notice thereof by LICENSEE, to cure the default prior to LICENSEE terminating this Agreement.

25. RIGHTS AND REMEDIES OF LICENSOR FOR DEFAULT

In the event of a default by the LICENSEE under this Agreement, LICENSEE shall have thirty (30) days, from notice thereof by LICENSOR, to cure the default prior to terminating this Agreement by LICENSOR.

26. ORDER OF PRECEDENCE

a. In the event of any inconsistency or conflict between the Exhibits, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

i. LICENSOR's License Agreement, & Exhibits

b. First priority shall be given to the provisions of the Agreement and it shall prevail over any subsidiary documents referenced therein.

27. ASSUMPTIONS

a. The LICENSEE shall provide and maintain, at its own expense, an adequate communication infrastructure to allow LICENSOR to support the software services on a remote basis. This communication infrastructure must include at a minimum: one 1.5 mbps T1 circuit and/or corresponding leased line, and a VPN (Virtual Private Network) connection to the LICENSEE network. This VPN connection shall be compatible with the industry standard Cisco VPN Client or the Microsoft Windows client VPN. VPN and leased lines will allow multiple LICENSOR personnel to work on key project tasks simultaneously. This remote access will be used through the project by other departments, such as Software Maintenance and Support personnel.

b. LICENSEE agrees to provide reasonable turnaround time (to be mutually agreed) on critical decisions, essential information and approvals which are required to continue with work in progress or which is critical to meeting a deliverable due date. LICENSOR expects that a decision will be elevated to the appropriate management level within the LICENSEE to make a decision in a timely manner.

c. LICENSEE personnel participating in the ROAM©software system training shall be proficient on standard internet browsers

(Internet Explorer, Safari, Chrome, Firefox, or Opera), i.e. familiar with drop down menus, mouse navigation, etc. LICENSOR's experience has shown that without such proficiency, the ROAM software system training can be disruptive for the other staff and the trainer.

d. The ROAM software application will be configured by the LICENSOR. Approval of system configuration will be required prior to Go-Live of the system. Any requested changes after Go-Live will be handled through the change control process as may be mutually agreed upon by the parties.

e. LICENSEE will perform its obligations and render the assistance described in this contract in a timely manner and in a manner as to adhere to the final schedule. In the event that LICENSOR is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of LICENSOR, including without limitation, the inability of LICENSEE to perform its responsibilities in a timely manner, LICENSOR will be entitled to an equitable adjustment in the timetable and compensation as set forth in the agreement.

f. LICENSEE shall provide all information, data and documentation reasonably required by LICENSOR to deliver the services, products and system. With respect to any software, documentation, interfaces, data or specifications supplied by the LICENSEE, LICENSEE warrants to LICENSOR that it has the right to use and to disclose to LICENSOR all LICENSEE information so provided.

g. For each project phase - including specific events such as Training and Go-Live, LICENSOR will present the LICENSEE Project Manager with a Phase Acceptance or Event Authorization Form. LICENSEE agrees to execute and return a copy of such forms to the LICENSOR in a timely manner. If the LICENSEE does not return a signed copy, or a written description of any perceived deficiencies in the service, within ten (10) days after receipt of the Acceptance or Authorization Statement, then the LICENSOR will notify the LICENSEE of any such prolonged delay and both parties will work to resolve the acceptance delay as soon as possible. LICENSEE and LICENSOR recognize and agree hereunder that extended delays cost all parties' significant project plan time and resources, including monetary considerations. As such, and in the event that an extended acceptance delay occurs beyond the period specified above, the LICENSEE agrees not to hold LICENSOR responsible to meet the delivery timeframes of the most current version of the approved project plan.

h. LICENSOR believes the proposed components to be compatible with the LICENSEE IT environment and hardware, but has not tested the software with all aspects of the LICENSEE IT environment. Therefore, LICENSOR will support reasonable activities and modification to the systems that are within LICENSOR's control in an attempt to yield the desired compatibility.

i. LICENSEE agrees to provide a training facility suitable for those purposes and in a timeframe supported by the project plan.

j. LICENSEE agrees to assign a single Project Manager/Coordinator to this project. This LICENSEE staff member must be knowledgeable regarding the Department's activities and role within the LICENSEE's Office. This Project Manager/Coordinator will have signature authority for the acceptance of deliverables by the LICENSEE.

28. RESERVED

29. NOTICES

All notices required under this agreement shall be made in writing and addressed or delivered as follows:

TO LICENSEE-

Jefferson County Commission
716 Richard Arrington, Jr. Blvd. N
Room 115
Birmingham AL, 35203

TO LICENSOR -

AMCAD
220 Spring Street, Suite 150
Herndon, VA 20170
ATTN: Michael B. Battaglia, SVP of Corporate Contracts

Either party may, by written notice to the other, change its own mailing address.

30. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the Alabama.

31. SEVERABILITY OF AGREEMENT

If any term of this Agreement is held by a LICENSEE of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms will remain in full force and effect and will not be affected.

32. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies associated with any act of default or breach hereunder by either party to this Agreement will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

33. COMPLIANCE WITH LAWS

Each party to this Agreement will comply with all applicable laws.

34. MISCELLANEOUS

This Agreement supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

35. ASSIGNMENT

No rights or interest in this Agreement may be assigned by LICENSOR without prior written notice being provided by LICENSOR to the LICENSEE. The LICENSEE shall not unreasonably withhold their approval of such assignment unless or until such assignment shall result in the LICENSEE not receiving the software as provided for in this Agreement, at which time the obligation to perform shall be assumed by the Assignor and the LICENSEE shall have all rights and remedies against such Assignor as if the Assignor was the LICENSOR.

36. RECRUITING

The Parties shall not, without the consent of the other party, entice, encourage, offer special inducements, or otherwise recruit employees of the other party during the period of this Agreement and for a period of one (1) year thereafter. This clause is not intended to restrict any individual's right of employment but rather is intended to preserve the relationship intended under this Agreement and to prevent the Parties from actively recruiting the employees of the other party.

37. UNDUE INFLUENCE

The LICENSEE may terminate this Agreement if it finds that gratuities in the form of entertainment, gifts, or otherwise were offered or knowingly given by LICENSOR, or any agent or representative of LICENSOR, to any officer or employee of the LICENSEE or any end user of the LICENSEE covered under this Agreement with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of a contract. If the Agreement is terminated under this section, the LICENSEE shall be entitled, in addition to any other rights and remedies, to recover or withhold from LICENSOR the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible customers is not prohibited by this paragraph.

38. NON-DISCRIMINATION

The parties agree to comply with all applicable LICENSEE, state and federal laws, rules, regulations and executive orders governing nondiscrimination, including the Americans with Disabilities Act, equal . employment opportunity, immigration, and affirmative action. LICENSOR shall include a clause to this effect in all subcontracts related to this Agreement.

39. RESERVED

This Agreement consists of Paragraphs 1 through 39 including Exhibit A, the attached terms and conditions and constitutes the entire agreement between the Parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings written or oral. This Agreement may not be changed modified except by a written instrument duly executed by each of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Jefferson County Commission

American Cadastre, LLC

W. D. Carrington, President

John Cognetti, SVP of Records Management

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

Sep-11-2012-747

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham to provide management and staffing for the Adolescent Mentoring Program for FY2012-2013 in the amount of \$120,131 - Alabama Department of Youth Services grant funds.

CLARITY N0. 4189

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 27th day of June 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for mentoring 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 Family Court Adolescent Mentoring Program
 - Staffing including one Program Administrator and one Case Manager
 - Recruitment, screening, training and management of the volunteer mentors
 - Maintain a mentor and mentee database
 - Facilitate regular meetings of the program Oversight Group
 - Provide ongoing program evaluation
 - Provide quarterly and annual program reports as agreed upon between the Family Court and program staff
 - 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 mentoring 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, however, the 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 \$120,131.00 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
Lynn W. Stedman, MBA	W. D. Carrington, President
Director of Sponsored Programs	Jefferson County Commission

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

Sep-11-2012-748

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham to provide adolescent substance abuse services for FY2012-2013 in the amount of \$206,041 - Alabama Department of Youth Services grant funds.

CLARITY NO. 4190

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 27th day of June 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

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

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

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

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

2. SCOPE OF SERVICES:

The Contractor shall provide the following services to the Jefferson County Commission on an as need basis:

- Case management and assessment services to be staffed by one program coordinator, two case mgr and 1 FTE Research Interviewer.
- Screening and assessment of clients
- Recommendations for appropriate level of services
- Urinalysis
- Serve as a liaison for referrals to community agencies for substance abuse counseling/treatment
- Subsidized outpatient treatment at UAB Beacon Addiction Treatment Center (BATC)
- Transportation for UAB BATC outpatient clients who don't qualify for Medicaid/AllKids
- Weekly Prevention Classes.
- Weekly staffing with case management and therapeutic staff.
- Maintenance of databases for reporting and research purposes.
- Monthly and annual reports
- Case management for Treatment level clients and for Drug Court.
- Referral to residential treatment when appropriate.
- Collection of client fees as ordered (client fees collected in connection with the programs supported by this contract shall be accounted for, carried forward and used only for these programs).

- Office hours equal to 8 hrs./day, Monday-Friday in office space provided on the campus of Family Court by the County
 - All clerical support for the program
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render substance abuse services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2013, however, the 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 \$206,041.00 as specified in Attachment A (on file in the Minute Clerk's office) which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. 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

Lynn W. Stedman, MBA
Director of Sponsored Programs

W. D. Carrington, President
Jefferson County Commission

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

Sep-11-2012-749

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham to provide management and staffing for the electronic monitoring program for FY2012-2013 in the amount of \$331,140.

CLARITY NO. 4186

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 27th day of June 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for electronic monitoring 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 the Jefferson County Commission:

A. Staffing Plan:

The Contractor will provide staffing consistent with the needs of the court that will assure 24/7/365 coverage for an on-site Electronic Monitoring Program for the Birmingham and Bessemer Family Courts. Supervision of the program will be provided by a Program Manager and Program Administrator with experience in juvenile justice program development and management. In-office hours will be 6:30 A.M. to 5:00 P.M. as requested by the Family Court. Hours will be extended to 10:00 P.M. if building security is reinstated. On-call home office coverage will be provided for the remainder of the twenty-four (24) hour period.

Adequate staffing will be in place to provide the following services:

- Respond to needs of court and implement court orders in a timely manner
- Perform risk assessments and enrollments as needed
- Track and interpret equipment signals
- Log daily recordings of client movement
- Document approved activities of clients
- Establish direct contact with parties to the juvenile case
- Maintain contact and consultation with juvenile and guardians involved in program for enrollment, violation investigation and termination purposes
- Interact with vendor databases to monitor client's activities, equipment reports, and equipment maintenance .
- Interact with employment, school and community services for client status
- Attend court hearings when necessary
- Elicit and attain pick-up orders when necessary
- Maintenance of records, databases and files
- Provide feedback and outcome data to court
- Maintenance of appropriate policies and procedures to meet the needs of the court.
- Ability to maintain and monitor up to 150 active clients

Contractor will provide a total of six (6) full-time and two (2) part-time staff with a float pool of per hour, partially-benefited staff to provide coverage on an as needed basis. Full time and part time staff will consist of the following:

- One full-time Program Mgr
- One full-time Program Adm. I
- Three full-time day staff (one serving as Bessemer Liaison)
- One full-time Data Analyst

- One part-time, week-night staff
- One part-time, week-end staff
- Three float pool

Benefits for full-time and part-time staff will be provided by the Contractor as dictated by the corresponding job classification. 1,100 float pool hours will be budgeted for as needed coverage.) Positions will be filled to meet the needs of the current client caseload. All budgeted positions and float pool coverage hours may not be utilized unless the caseload reaches 150 and maximum coverage is required for adequate coverage. If excessive pool hours are utilized on a consistent basis due to a high caseload, then 1,100 pool hours may be converted to a part-time benefitted position at the request of the Family Court to provide more consistent staffing.

B. Programs Evaluation Methodology and Expected Outcome Measurements

Contractor will provide the Family Court with monthly and a more comprehensive quarterly data report detailing current enrollment and monthly activity regarding new enrollments, terminations, violations and absence from residence without permission and/or removal of equipment (AWOL). The report will also include the risk status of the clients, referral offence, placement justification and monthly EM usage by each probation officer. Contractor will also provide an annual report designed to meet the needs of the Court.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render electronic monitoring 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, however, the 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 \$331,140.00 as specified in Attachment A (on file in the Minute Clerk's office) which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.

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

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. 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
Lynn W. Stedman, MBA	W. D. Carrington, President
Director of Sponsored Programs	Jefferson County Commission

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

Sep-11-2012-750

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

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

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

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

Sep-11-2012-751

BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute Change Order Number One (1) to the Construction Agreement for the Rosedale Sidewalk Improvements Project (CD08-03L-M05-RSI) dated August 9, 2011 in Minute Book 162, Page 89, between Jefferson County, Alabama and R. E. Grills Construction Co., Inc.

The purpose of Change Order Number One (1) is to increase the contract amount due to an increase in the cost of cement and contract time 90 days. The additional cost associated with this change order shall not exceed \$3,315.00. The new contract amount shall be \$67,490.00 and paid in full with federal funds. The additional cost due to an increase in the cost of cement. This project is from the Program Year 2008

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

Sep-11-2012-752

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the construction of a home located in Fairfield, AL; and

WHEREAS, the construction of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's HOME Program Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows:

4301 Lloyd Noland Parkway
Fairfield, AL 35064

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated September 30, 2011, and recorded in LR Book 201162 Page 24366, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR Book 201162 Page 24366, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 11th day of September, 2012.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

Sep-11-2012-753

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the North Smithfield Park Improvements Project (CDBG10-03F-U01-NSM), such bids having been opened on July 25, 2012, and listed as follows:

Contractor	Base Bid	Notation	Alternate 1-7	Total Bid
Coston General Contractors. Inc.	\$145,107.00	(\$3,000)	\$20,932.00	\$163,039.00
Sprouse Construction	\$184,742.50	(0)	\$16,590.85	\$ 201,333.35

WHEREAS, after tabulation by the Engineering Service Associates and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible Coston General Contractors Inc. for the base bid amount of \$145,107.00 minus notation, plus additional alternates for a total bid amount of \$163,039.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the construction of the North Smithfield Park Improvements Project to Coston General Contractors, Inc., for the bid amount of \$145,107.00 minus notation, plus Alternates 1 -7 for a total amount of One Hundred Sixty Three Thousand Thirty Nine and 00/100 Dollars (\$163,039.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2010.

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

Sep-11-2012-754

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Ten Thousand & 00/100 Dollars (\$10,000.00) from the 2009 CDBG-R Program Delivery to the 2009 CDBG-R Rehabilitation 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.

Sep-11-2012-755

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign the HOME funded Hickory Ridge Phase 2 Development Agreement (HOME Special Needs Rental Housing for the Elderly) with JCHA Housing and Development Corporation in the amount of \$555,608.00 in County HOME funds and \$500,000.00 in private grant funds for a total of \$1,055,608.00 for the development of Special Needs Rental Housing for the Elderly.

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

Sep-11-2012-756

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign the Jefferson County, Alabama HOME Investment Partnership Agreement with The Arbors at Ellington, Ltd. and any related loan documents required for the 40 units of Special Needs Rental Housing for the Elderly known as The Arbors at Ellington and located in the City of Pleasant Grove. The Agreement is in the amount of \$610,000.00 and will be paid for with Federal HOME funds.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 419' of buried cable on Colombians Road between Highway 31 and Massey Road in Vestavia Hills.
2. AT&T Corporation to install 330' of buried cable at 2056 Alliance Road in Maxine.
3. AT&T Corporation to install 1,102' of buried cable under Eastern Valley Road and Labarge Drive in Bessemer.
4. AT&T Corporation to install 492' of aerial cable at 7201 Belgium Avenue (intersection of Arabia and Jamaca Street) in Edgewater
5. AT&T Corporation to install 300' of buried cable on Corner Road near Center Road in Corner.
6. Utility Lines Construction Services to install 5,600' of power cable on Lakeshore Drive and London Parkway for Lakeshore Crossing Apartments.
7. Warrior River Water Authority to install 1,540' of 24" and 3,200' of 6" water line on Taylors Ferry Road.
8. Warrior River Water Authority to install 820' of 2" water main on Black River Drive,
9. Trussville Utilities Board to install 300' of 2" gas main at the intersection of Wood Drive and 5th Street N.E.

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

Sep-11-2012-757

A RESOLUTION RETIRING ONE COUNTY UNIT AND REASSIGNING
ONE COUNTY UNIT TO A DIFFERENT DEPARTMENT

WHEREAS, the County Fleet Manager has determined that vehicle number B-780 (currently assigned to Fleet Management) be retired due to poor operating condition.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that vehicle number D992409 (currently assigned to Ketona Highway Department) be reassigned to Fleet Management, replacing the above referenced vehicle for use by Fleet Management.

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

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

Sep-11-2012-758

A RESOLUTION RETIRING ONE COUNTY UNIT AND PLACING
ONE RETIRED COUNTY UNIT BACK INTO SERVICE

WHEREAS, the County Fleet Manager has determined that B001310 be retired due to wreck damage.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the retired vehicle numbered B013118 be placed back into service and reassigned to Bessemer Highway Department, replacing the above referenced vehicle.

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

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

Sep-11-2012-759

A RESOLUTION RETIRING TWO COUNTY UNITS AND PLACING
TWO RETIRED COUNTY UNITS BACK INTO SERVICE

WHEREAS, the County Fleet Manager has determined that the following vehicles: A005301 and B015303 (currently assigned to Land Planning & Development Services) be retired due to poor running condition and high mileage.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following retired vehicles: A023207 and B013109 are placed back into service, replacing the above referenced vehicles for us by Land Planning and Development Services.

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

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

Sep-11-2012-760

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that on August 24, 2012 the attached Memorandum and Shopping Cart was submitted for the Emergency Purchase of an Asphalt Unloading Pump to replace the pump that is currently installed due to it being un-repairable.

The Memorandum was approved by Tony Petelos* County Manager and also Commission President W. D. Carrington, Commissioner George Bowman and President Pro-Tempore Sandra Little Brown.

This RESOLUTION is to officially place the Memorandum for Emergency Purchase and the Stopping Cart into the Minutes of the

MEMORANDUM

TO: Michael Matthews
Purchasing Department

FROM: E. Wayne Sullivan, P.E./P.L.S.
Director, Roads and Transportation

RE: Asphalt Unloading Pump
SAP Shopping Cart # 1*184702

DATE: August 24, 2012

The attached shopping cart (on file in the Minute Clerk's office) is for a new Asphalt Unloading Pump which is used in the tank that holds the Liquid Asphalt to keep it heated and stirred as well as pumps it out into the trucks that are used to carry it to the jobsite(s).

The pump that is currently installed has quit working and is no longer repairable. If we do not have approval for an emergency purchase to get the pump here & installed ASAP, the Department will lose a considerable amount of liquid asphalt being held in the tank. If this happens this will be a costly process to replace not only the asphalt but to clean and repair any damages to the liquid asphalt tank.

The vendor is located in Chattanooga TN and has agreed to overnight the pump to us once the PO is received.

Thank you for your consideration in this matter, if you have questions please contact me at 325-5154.

Recommend for Emergency PO Approval:

W. D. Carrington
George F. Bowman

Tony Petelos, County Manager

Sandra Little Brown

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

Sep-11-2012-761

WHEREAS, Jefferson County, Alabama, by and through the Office of Senior Citizens Services, has received a grant award from the Alabama Department of Senior Services (ADSS) to help sponsor the Homewood Nutrition Center Program in the amount of \$2,500.00; and

WHEREAS, the grant funds will be used to support the Program for 2012 at the City of Homewood Senior Center; and

WHEREAS, there is no in-kind match and therefore, no additional funds are required

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant in the amount of \$2,500.00 for the Homewood Nutrition Center located at 816 Oak Grove Road, Homewood, AL 35209-6506

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

Sep-11-2012-762

WHEREAS, the Jefferson County, Alabama Office of Senior Citizens has received approval from the Alabama Department of Senior Services (ADSS) to carryover State Health Insurance Program (SHIP) funds from FY 2011-2012, in the amount of \$53,047, to the SHIP Program for the period of April, 2012 through March, 2013 to cover the salaries of the SHIP Coordinator and one Administrative Assistant; and

WHEREAS, these are federal dollars and there is no local match required.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the carry over funds from ADSS in the amount of \$53,047 to continue the services of the SHIP Program in Jefferson County.

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

Sep-11-2012-763

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Ireda King and Doris King 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.

Sep-11-2012-764

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Jacqueline Johnson 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.

Sep-11-2012-765

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Taranesha Head 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.

Sep-11-2012-766

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of David McCall 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.

Sep-11-2012-767

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Unikwaa Conner 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.

Sep-11-2012-768

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Latonya Lawson 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.

Commissioner Brown was absent from Commission Chambers during actions taken on the following items.

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

Sep-11-2012-769

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

Agreement with Bennett Building, Inc. for the Tannehill State Park Community Storm Shelter (Safe Rooms) in the amount of \$307,375.

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

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 and Carrington.

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

Commissioner Brown's Cooper Green Mercy Hospital substitute resolution:

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 Mercy Hospital; 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. Although, the Act does not require any county, including Jefferson County, to operate a hospital, Cooper Green Hospital has existed since 1972 and has operated as a department of the county for 29 years and a large number of indigent residents of the County has, and continues to rely on Cooper Green for services; 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, the County Commission has determined that the current delivery system at Cooper Green is unsustainable; and further determined that it is in the best interests of the County, its citizens and taxpayers to modify or change Cooper Green's current healthcare delivery system to make it more effective and efficient; and further determined that transferring the current, fiscally unsustainable indigent healthcare delivery system into a Healthcare Authority is not a prudent alternative at this time; and although no alternative indigent healthcare model has been adopted, it appears that at this time only-two indigent healthcare alternatives are in consideration: developing an operating budget for Cooper Green that does not depend upon any support from the General Fund or transitioning to a 24-hour a day, 7-day a week, full service urgent care-center with expanded outpatient services with inpatient services being provided under negotiated agreements with others in the medical community.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in order to move the process forward, the County Manager is hereby authorized and directed to:

1). Develop with input from the Cooper Green staff and others as needed, a detailed FY 2013 operating budget not to exceed \$70 million, for operation of a 50bed hospital (exclusive of reserves, indirect cost Allocations and any immediate capital needs) on or before Tuesday, September 25, 2012;

2). Appoint a transition team consisting of a representative from the medical community, the business community, the Cooper Green Advisory Board, the City of Birmingham, the Jefferson County Mayor's Association and other healthcare professionals as needed, to concurrently review both the 50-bed hospital model, the full service urgent care center model, and other alternative healthcare delivery models recommended by the Commission and~others, as well- as° develop inpatient, transfer, and fee for service agreements with other community healthcare providers on or before October 30, 2012 for Commission consideration and action.

3). Conduct at least three public forums for presentation of the most cost effective, efficient, and viable healthcare delivery models to solicit stakeholder input and consensus consistent with the framework and timeline set forth in item 2 above.

4). Research, investigate and formulate a plan and process for transition of Cooper Green Hospital or its successor entity to a Healthcare Authority, including provisions for transfer of all employees then employed with the hospital or successor entity, and which also addresses all attendant personnel matters, rights and issues concerning seniority, pensions, etc.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 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 November 1, 2012.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, September 25, 2012.

President

ATTEST

Minute Clerk