

STATE OF ALABAMA)

JEFFERSON COUNTY) September 27, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:15 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 Stephens seconded by Commissioner Brown that the Minutes of September 13, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on September 20, 2011, and approved the following items to be placed on the September 27, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 21.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 18.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 16.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 3 through 8. Item #'s 1 and 2 were approved to be placed on the October 11th Regular Commission Meeting Agenda.

- Commissioner Stephens, Finance & Information Technology Committee Items A through N.

Commissioner Carrington stated that travel costs by governmental employees are tax exempt.

Commissioner Knight stated that at the Executive Board Meeting of the Jefferson County Mayors Association, there was unanimous vote for increase to the Jefferson County Emergency Management per-capita yearly fee. Jefferson County's share for FY2012 is \$146,957.

Commissioner also stated that the E911 Board is functioning and they are looking for a location for their facility. One possible location discussed was the Center Point Satellite Courthouse. Commissioner Knight said that there have also been inquiries regarding uses for the Forestdale Satellite Courthouse.

Commissioner Stephens stated a special meeting of the Finance Committee would be held on Friday, September 23rd at 9:00 a.m.

The Commission met in Work Session on September 23, 2011, and approved the following items to be placed on the September 27, 2011, Regular Commission Meeting Agenda:

- Commissioner Stephens, Finance & Information Technology Committee: Item 1 - adoption of FY2011-2012 budget as presented.

Commissioner Stephens presented details and options for the FY2011-2012 budget.

Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee: Item 1 - Probate Court budget transaction to shift funds for purchase of three reader/scanners.

Sep-27-2011-725

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on September 16, 2011 at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

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

Sep-16-2011-724-SP-MTG

WHEREAS, by a resolution adopted by the Jefferson County Commission at a special meeting held on August 12, 2011, the President

and the Finance Chair of the Commission were authorized to engage in direct negotiations with the County's sewer creditors in an effort to reach a possible settlement of matters relating to the County's outstanding sewer warrants; and

WHEREAS, on behalf of the Commission, the President and the Finance Chair have diligently pursued such negotiations, resulting in the "Proposed Terms and Conditions for Settlement and Refinancing of Jefferson County's Outstanding Sewer Warrants" dated September 14, 2011 (the "Term Sheet" a copy of which is attached as Exhibit A to this resolution); and

WHEREAS, the Commission has confirmed that the major sewer creditors are willing to proceed to a definitive settlement agreement on the terms generally described in the Term Sheet; and

WHEREAS, the Governor of the State of Alabama has expressed his willingness to call a special session of the Alabama Legislature, upon execution of the Term Sheet by the County and the sewer Receiver, for the purpose of considering and acting upon the legislative needs of the County, including legislation necessary to effectuate the plan of refinancing reflected in the Term Sheet; and

WHEREAS, the Commission has reviewed the Term Sheet and has concluded that resolution of the issues surrounding the outstanding sewer warrants on the basis described in the Term Sheet, if possible, is preferable to other available alternatives;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follow:

1. The Term Sheet is hereby approved by the Commission and the President of the Commission is hereby authorized and directed to execute and deliver the Term Sheet on behalf of the County. The foregoing approval is subject to the continuing condition that no sewer rate increase shall be implemented prior to the Governor's call of a special session of the Alabama Legislature to address the County's legislative needs.
2. The President and the Finance Chair, together with the County's attorneys, are hereby authorized and directed to negotiate and prepare definitive settlement and refinancing agreements to be entered into by and among the County, the sewer Receiver, the Trustee for the sewer warrants, and the participating sewer creditors and warrant holders, and such other documents as shall be necessary or appropriate, all for the purpose of providing a comprehensive and binding plan for the settlement and refinancing of the sewer warrants on terms consistent with the terms of the Term Sheet. Such agreements and other documents shall be presented for consideration and approval by the Commission at a subsequent duly scheduled meeting thereof.

Proposed Terms and Conditions for Settlement and Refinancing of Jefferson County's Outstanding Sewer Warrants

September 13, 2011

FOR SETTLEMENT PURPOSES ONLY; CONFIDENTIAL SETTLEMENT
COMMUNICATION PROTECTED BY ALA. R.EVID. 408 and FED R. EVID. 408

The terms reflected herein are entirely contingent upon the negotiation and execution by all parties of a comprehensive settlement agreement and related documents, and satisfaction or waiver of all conditions contained in all fully negotiated agreements and documents.

Jefferson County (the "County") and the participating holders of sewer warrants (the "Creditors") would agree to settle and refinance the County's outstanding sewer debt based upon the following general terms and conditions to be contained in comprehensive settlement documentation:

1. **Refinancing.** The parties are engaged in ongoing negotiations and anticipate a settlement in the approximate amount of \$2.05 billion to redeem all outstanding sewer warrants (contingent on an additional \$.03 billion in creditor concessions from Creditors to be identified in the future). Key provisions of refinancing debt to be issued by a newly formed public corporation (the "Refinancing") would include the following or other terms and conditions acceptable to the County and appropriate to effectuate the Refinancing:
 - (a) 40-year term.
 - (b) 1.25x debt service coverage.
 - (c) 10% Debt Service Reserve ("DSR"), half of which may be funded (at the County's option) by a surety bond provided by Assured Guaranty.
 - (d) Priority pledge of net sewer revenues.
 - (e) Moral obligation covenant by State of Alabama to seek legislative appropriations to replenish draws, if any, on the DSR.
 - (f) Up to \$1.0 billion of bond insurance (at the County's option) provided by Assured Guaranty.
 - (g) Issuance costs paid by County or GUSC (described in paragraph 2 below).
 - (h) Closing: No later than June 30, 2012.
 - (i) Projected capital needs covered by existing warrant reserves and future cash flow.
2. **Creation of an independent public corporation for management and financing of the sewer system.** The County will seek, with the Governor's support, legislation in a special session to authorize creation of a new form of governmental utility service corporation (GUSC) to serve as the issuer of the Refinancing debt and the operator of the sewer system.
 - (a) Majority of GUSC directors to be appointed by Governor based on recommendations from the County; remainder to be appointed by County. All directors to possess appropriate professional credentials as specified in enabling legislation. County to appoint all GUSC directors after Refinancing bonds are satisfied, or refinanced without credit support from State.

- (b) GUSC will be specifically authorized to file Chapter 9 with consent of the Governor. GUSC to covenant not to contest treatment of the pledged revenues as "special revenues" as defined in 11 U.S.C. section 902(2). Once the Refinancing bonds are paid or refinanced without credit support from the State, the GUSC will be eligible to file Chapter 9 without the Governor's consent.
 - (c) System to be transferred or otherwise conveyed to GUSC at close of Refinancing on terms assuring the County's right to return of the system assets upon satisfaction or payment of Refinancing debt. The GUSC shall be prohibited from selling, transferring, creating a lien on, or otherwise alienating the system assets without the prior approval of the County. Notwithstanding the foregoing, the system will only be transferred to the GUSC if such transfer is necessary to effectuate the Refinancing. If the Refinancing can be accomplished without such transfer, the County may determine whether or not to transfer the system assets to the GUSC.
 - (d) Receiver to remain in operating control of the sewer system until closing of the Refinancing pursuant to the Receiver order.
3. **Independent Consultants.** The Receiver's financing and operating models, including projections of capital expenditures and operating costs (upon which the County has relied in projecting future sewer rates and in creditor negotiations) may be verified by independent consultants retained by the County. Receiver to pay the reasonable costs thereof from sewer revenues.
4. **Rates.** It is anticipated that the Refinancing would require approximate rate increases of 8.2% for each of the first three years beginning November 1, 2011 (or as soon thereafter as possible), and future projected annual increases of no more than 3.25% for operating expenses and capital requirements until such time as the debt service requirements related to the Refinancing are met. The Receiver, acting pursuant to the terms of this term sheet, shall initiate the first rate increase immediately upon the County's approval of this term sheet (which shall occur no later than September 28, 2011). The first rate increase shall be consistent with the terms of this term sheet and the parties' overall settlement proposals.
5. **Environmental Services Department Overhead Charges.** All outstanding overhead charges of the County for services to the Environmental Services Department (ESD) shall be paid within 30 days of execution of the binding settlement agreements.
6. **Low-Income Assistance Program.** The County shall establish and implement a low-income assistance program and/or a rate maintenance program. At its option, the County may allocate creditor concessions to fund either or both programs.
7. **Definitive Settlement Agreements.** The County, the Receiver, the State of Alabama and representatives of participating warrant holders and insurers will enter into definitive and binding settlement agreements to implement the terms contained herein and any other terms and conditions necessary to affect the Refinancing. The provisions of these agreements shall be acceptable to the County and the other parties and shall include, inter alia, the following terms and conditions to issuance of the Refinancing debt:
- (a) Concessions and discounts on outstanding sewer warrants in an aggregate principal amount acceptable to the County as set forth in Section 1.
 - (b) Enactment of legislation regarding:
 - i. GUSC formation and authorization, including mandatory sewer hookups for new construction within specified distance of existing sewer lines, and existing sewer customers.
 - ii. State moral obligation pledge.
 - iii. resolution of the General Fund deficiency issues
 - (c) Stay of all civil sewer-related litigation between and among the County and the Creditors pending close of Refinancing.
 - (d) Upon Refinancing and based on concessions from Creditors, dismissal with prejudice of all civil litigation and release of all claims involving, by, against and among the County and participating warrant holders related to the system, including but not limited to the Wilson litigation and any litigation involving the County, the monoline insurers and JPMorgan.
 - (e) Negotiation of closing agreement with the IRS covering existing sewer warrants and proposed Refinancing bonds, on terms satisfactory to the County and with no taxes, costs, or other liabilities to existing warrant holders.
 - (f) Judicial validation and confirmation of the Refinancing structure and proposed sewer rate model.
 - (g) To protect the County and the GUSC from market risk of the Refinancing, total annual debt service costs of the Refinancing will not exceed a predetermined debt schedule. The parties may consider additional concessions if market conditions change or interest costs rise.
 - (h) Delivery of County's audited financial statements through fiscal year 2010 by October 31, 2011 and its fiscal year 2011 audited financial statements by January 31, 2012.
 - (i) Parties will revert to status quo in the event the settlement agreement is terminated and/or the County files Chapter 9 bankruptcy prior to Refinancing.
 - (j) All interest rate swaps still outstanding shall be terminated at no cost to the County.
 - (k) All terms of the Refinancing shall be satisfactory to the County, the GUSC, and the State. The terms of the Refinancing shall

also be satisfactory to the Receiver and the participating warrant holders but solely to the extent of the warrant holders' right to payment and any other rights of any specific warrant holders affected by and as provided in the settlement agreements.

8. **Series 2001-B General Obligation Warrants.** JPMorgan will (a) waive approximately \$9 million in claims arising from termination of a *pari passu* swap and accrued and unpaid default interest on such GO Warrants and (b) reinstate the original amortization schedule applicable to the GO Warrants.

Jefferson County, Alabama
W. D. Carrington
President of the County Commission
John S. Young, Jr. LLC, Receiver

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

A Public Hearing was held to receive comments regarding proposed amendments to the Zoning Resolution of Jefferson County relating to the sale of alcoholic beverages. There being no comments, the Commission took the following action.

Sep-27-2011-726

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

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

WHEREAS, the Jefferson County Commission has itself held a public hearing on the aforementioned amendments to the Zoning Resolution, with due prior notice having been published in the Birmingham News.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the attached amendments to the Zoning Resolution of Jefferson County, as relates to the sale of alcoholic beverages, shall be in full force and effect immediately upon adoption.

PROPOSED ZONING RESOLUTION AMENDMENT

SECTION 1111

ALCOHOLIC BEVERAGES

1111.01 General. All petitions and/or applications for use permits covering the sale of alcoholic beverages shall be referred to the County Sheriff for criminal history and comment, and the Sheriff's report shall be filed with said petition or application. A legal description of the property must accompany each application for such a use permit or change of zoning. An application fee for all liquor applications will be assessed in accordance with Section 1803 of this Resolution.

1111.02 Location Requirements. No establishment offering the sale of liquor for off-premise consumption shall be permitted within one thousand (1,000) feet of any church or school; nor shall any establishment offering the sale of alcoholic beverages with on-premise consumption, with the sole exception of restaurants approved as a Conditional Use in a C-1 District, be permitted within one thousand (1,000) feet of a church or school. The distance provided herein shall be measured from the exterior boundary of the facility authorized to the nearest zoning district boundary line of the church or school.

1111.03 Alcoholic Beverage Uses Permitted in a C-1 (Commercial) Zoning District:

a. Retail sales of beer and wine for off-premise consumption.

b. Retail sales of liquor for off-premise consumption only, except that no such sales shall be allowed within one thousand (1,000) feet of a church or school (measured in accordance with the provisions of this Section).

c. Restaurants offering the sale of alcoholic beverages for on-premise consumption as an accessory component of the sale, serving and consumption of food, approved and operating as a Conditional Use in accordance with Section 803.04 of this Resolution; except that no such use shall be allowed within five hundred (500) feet of a church or school (measured in accordance with the provisions of this Section).

AMENDED 6/05/01

ADD:

1111.04 Notification and Public Hearing Requirements. A public hearing shall be held in the following cases, with prior written notice

given to all owners of property (as shown by the records of the Tax Assessor of Jefferson County, Alabama) of which any portion lies within five hundred (500) feet of the proposed establishment (measured in accordance with the provisions of this Section):

- a. all applications for a license to sell alcoholic beverages of any kind for on-premise consumption;
- b. all applications for a license to sell liquor, irrespective of whether for on-premise or off-premise consumption (e.g., package liquor store); and,
- c. any application for a license to sell alcoholic beverages of any kind (beer, wine and/or liquor) at a location where such alcoholic beverages have not previously been sold, whether for on-premise consumption or off-premise consumption; and for which purpose a public hearing has not already been held (e.g., rezoning).

END SECTION 1111

SECTION 1803
SCHEDULE OF FEES

1803.05 Beverage License Application Fee. An application fee in the amount specified herein below shall be required for the filing of all applications for a license to sell alcoholic beverages:

- a. Three hundred dollars (\$300.00) for all beverage license applications which require a public hearing, plus a mailing fee of six dollars (\$6.00) for each property owner to be notified of the public hearing; or,
- b. Two hundred dollars (\$200.00) for all other beverage license applications.

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

Sep-27-2011-727

WHEREAS, the Jefferson County Commission is required by Alabama Act 2011-69 ("the Act") to hire an at will, full time County Manager to serve as the Chief Executive Officer of the County in compliance with the requirements set out therein; and

WHEREAS, as required by the Act, the County Commission retained a national search firm which has conducted a national search for a County Manager; and

WHEREAS, the search firm has submitted the name of Tony Petelos as a qualified candidate for the position of County Manager of Jefferson County; and

WHEREAS, at an Administrative Services Committee Meeting on September 7, 2011, the County Commission conducted an extensive interview of Tony Petelos and at the conclusion of the interview voted unanimously to place a resolution authorizing his appointment as County Manager on the Agenda for consideration at the Regular Commission Meeting on September 13, 2011; and

WHEREAS, the County Commission is authorized by the Act to establish the salary and benefits of the County Manager.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The at will, full time position County Manager of Jefferson County is hereby established.
2. The salary for the position County Manager of Jefferson County is hereby set at \$224,000 per year.
3. The County Manager of Jefferson County shall be entitled to participate in all benefit plans sponsored by the County for its full time employees.
4. The County Manager of Jefferson County shall perform the duties and responsibilities set forth in Section 7, Alabama Act 2011-69, and such other duties and responsibilities as may be assigned by majority vote of the Jefferson County Commission.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Tony Petelos is hereby appointed to the at will, full time position County Manager of Jefferson County, effective October 1, 2011.

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

Sep-27-2011-728

WHEREAS, in accordance to Administrative Order No. 90-3, an actuarial review was conducted to determine the reserve funding level for the Jefferson County Commission's Self-insured Auto Liability, General Liability and Workers' Compensation Programs.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION accepts the recommendation of AMI Risk Consultants, Inc. to establish a reserve for its Self-insured Auto Liability, General Liability and Workers' Compensation Programs for Fiscal Year 2011-2012, at the expected confidence level (discounted) of \$6,268,601.

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

Sep-27-2011-729

WHEREAS, Jefferson County Commission, through the Human Resources Department, has entered into a Broker of Record Agreement with Molton, Allen & Williams, LLC; and

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

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President be authorized to direct the Director of Finance to issue a check to Molton, Allen & Williams, LLC in the amount of \$1,116,619.00 to cover the cost of the following insurance policies for Jefferson County Commission:

- Travelers Indemnity Company, Property & Casualty/Boiler & Pressure Vessel (\$550,000.00);
- Safety National Casualty Company, Excess Workers' Compensation (\$142,429.00);
- National Union Fire Insurance Company (Chartis), Crime & Dishonesty (\$21,440.00); and
- Darwin Select Insurance Company, Professional Liability and General Liability (Malpractice), (\$402,750.00).

This coverage will be for the period from 10/01/2011 through 09/30/2012.

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

Sep-27-2011-730

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to change the current payroll deductions for employee contributions to medical health insurance from the second pay period each month, to both the first and second, bi-weekly and semi-monthly pay periods each month. Said change will be effective October 1, 2011.

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

Sep-27-2011-731

WHEREAS, the Jefferson County Commission wishes to accept the Stop Loss Health Insurance Policy submitted by Molton, Allen & Williams, LLC on behalf of Blue Cross Services; and

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

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the policy submitted by Molton, Allen & Williams, LLC on behalf of Blue Cross Services be hereby adopted at the rate of \$11.53 (single) and \$22.32 (family) per employee per month.

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

Sep-27-2011-732

WHEREAS, the Jefferson County Commission has received the results of the Fiscal Year 2010-2011 Annual Classification Survey that was conducted by The Personnel Board of Jefferson County; and

WHEREAS, the Jefferson County Commission must approve implementation of the Fiscal Year 2010-2011 Annual Classification Survey and establish an effective date; and

WHEREAS, the implementing results of the Fiscal Year 2010-2011 Annual Classification Survey as is, effective October 1, 2011 through the end of Fiscal Year 2012 (September 30, 2012) will cost the County \$13,145.60.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Fiscal Year 2010-2011 Annual Classification Survey is hereby adopted and implemented effective October 1, 2011.

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

Sep-27-2011-733

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Hill Administrative Services to administer the County's Workers' Compensation Program for Fiscal Year 2011-2012 in the amount of \$57,000.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract entered into this 1st day of August, 2011, by and between Jefferson County, Alabama, through the Human Resources Department (hereinafter referred to as the "County Commission") and Hill Administrative Services, Inc., (hereinafter called "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on March 3, 2010, and recorded in Minute Book 159, Pages 417-421, is hereby amended as follows:

Amend the Scope of Services paragraph as follows: Under Number 2 change Item B to read: To investigate all claims and other matters as requested by the client and to recommend the amount of loss reserve to be established with respect to each such claim.

Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2011 through September 30, 2012.

Amend Compensation paragraph as follows: compensation for services rendered for 3rd and final renewal year for contract at cost shown. Payment terms are Net 30 Days after receipt of invoice up to \$57,000 for contract flat fee price of \$55,000 plus an additional \$200 per claim for claims handled more than two years from date of receipt, not to exceed \$2000 for a total contract not to exceed \$57,000.

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

CONTRACTOR

Tracy H. Carter, President

Hill Administrative Services, Inc.

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

Sep-27-2011-734

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Behavioral Health Systems, Inc. to provide managed care/employee assistance plan for FY2011-2012 per payment schedule. (Addendums on file in the Minute Clerk's office)

MANAGED CARE/EMPLOYEE ASSISTANCE PLAN AGREEMENT

This Agreement is made and entered into this 1st day of October, 2011, by and between Behavioral Health Systems, Inc. ("BHS") and Jefferson County Commission ("Corporation") as follows:

WHEREAS, BHS is acting as a Preferred Provider Organization in negotiating alternative rate contracts on behalf of Corporation with Participating Providers to provide Covered Services to those persons covered by Corporation's Benefit Plan; and

WHEREAS, Corporation desires to utilize the PPO/managed care/TPA services of BHS and its network of Preferred Providers to

provide mental health services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement:

(a) "Benefit Plan" means that Benefit Plan for Covered Services as defined under Addendum D hereto, and as may be mutually revised from time to time, provided by Corporation to its employees, established and administered by Corporation pursuant to Corporation's policies and the provisions of ERISA.

(b) "Covered Person" means any individual determined by Corporation to be eligible and enrolled for coverage under Corporation's Benefit Plan.

(c) "Covered Services" refers to those specific mental/nervous and substance abuse services/conditions covered under the Benefit Plan or other Corporation policies, and as further defined under Addendum C attached hereto, and as may be mutually revised from time to time.

(d) "Participating Provider" means a mental health professional or health care facility who has entered into a provider agreement with BHS or is identified on a case specific basis as "Participating Provider". It is understood that Participating Provider might not include inpatient attending physicians unless explicitly agreed to in a provider agreement. BHS is under no obligation to contract with or utilize providers who have not been approved by BHS for network affiliation.

(e) "Case Management" means a program designed and developed by BHS with regular review and monitoring of hospital admissions and outpatient treatment of Covered Persons. This review may include telephone monitoring as well as visits directly to health care facilities. Case Management may be performed in conjunction with an outside subcontractor, i.e., that panel of physician reviewers under subcontract arrangement with BHS to provide independent medical necessity utilization review services.

2. Services to be Provided by BHS.

(a) BHS shall establish and maintain a network of Participating Providers to provide care for Covered Persons for Covered Services for each of Corporation's covered locations (subject to supply restrictions). The Corporation may request that BHS exclude certain Participating Providers from time to time and may request that BHS utilize specific Participating Providers. All Participating Providers rendering services to Covered Person shall meet applicable state and federal guidelines and standards. BHS shall maintain a current list of Participating Providers by location and update the list as it is amended from time to time. BHS is under no obligation to distribute this list or make said list available to any party. BHS makes no guarantee that a given Provider will remain a Participating Provider throughout the term of this Agreement.

(b) BHS shall conduct or arrange referral for a Participating Provider to provide Covered Services for each Covered Person requesting such service. BHS shall use its best efforts to arrange an initial assessment within one (1) day (urgent) or within three (3) days (nonemergency), of BHS receipt of notice.

(c) BHS shall conduct or arrange for Case Management services for each Covered Person in treatment. Such services shall include the development of a diagnosis and care plan for each Covered Person recommended for treatment and participation in Case Management activities. BHS shall coordinate its services with such other utilization review professional or physician panel which may be engaged by BHS to review the medical necessity of services. BHS shall identify and determine whether the care plan set up for the Covered Person is being followed. BHS shall monitor the quality of care being rendered. BHS shall make available to Corporation, upon request, its precertification and concurrent review criteria, upon which a determination of medical necessity shall be based.

(d) It is understood that unless a Covered Person signs a release with respect to private medical information, that such information cannot be released to Corporation without such written consent.

(e) If a Covered Person is admitted to a non-PPO health care facility for emergency services, BHS shall make every attempt, upon proper notice of such admission, to affiliate said facility on a case-specific basis, or arrange for a transfer to a PPO provider. However, if a Covered Person continues to receive services from a provider which is not a Participating or case-specific Provider, BHS shall have no responsibility to provide the Case Management services described herein, nor shall coverage for such continued care be authorized under the Plan beyond the initial three (3) day period allowed for certified emergency admissions at a non-PPO facility. Further, BHS reserves the right to deny coverage for inpatient days and outpatient visits which, through precertification, concurrent or retrospective review, fail to meet the medical necessity guidelines established by BHS.

(f) BHS shall perform all central claims processing functions for Covered Services rendered through its Participating Providers. BHS shall administer an established billing schedule in order to coordinate the payment for Covered Services by Corporation to BHS. BHS shall make payments made through Corporation's health plan to the provider pursuant to its Participating Provider Agreement, less applicable copays and deductibles. BHS shall not be responsible for other Benefit Plan claims or for those mental/nervous services which do not constitute Covered Services pursuant to Addendum C.

(g) Participating Providers shall determine their own fees for services through the alternative rate contracts with BHS, but it is understood that BHS shall charge Corporation pursuant to the rates included in Addendums A and B (as the same may be revised from time

to time) for all non-inpatient services rendered directly by BHS or by its (non case specific) Participating Providers, and Corporation shall pay such amount, with BHS retaining, or paying any difference between that amount and the fee paid by BHS to the Participating Provider. Inpatient stay charges submitted to Corporation for payment shall reflect pass-through per diems and shall include a PPO administration fee to cover BHS' charge for access to and administration of its provider network. The initial Case Management charge shall include up to three (3) hours of service per new Covered Person referral, with additional services billed at an hourly rate as rendered.

(h) BHS will cooperate with Covered Persons and Corporation in resolving disputes between Providers and Covered Persons regarding delivery of and payment for Covered Services. Further, BHS shall maintain procedures for dispute resolution and appeals, which procedures shall conform to applicable laws and industry standards. Corporation acknowledges, however, that BHS is acting solely as a Managed Care/PPO administrator and shall not be responsible for the quality of care rendered.

3. Responsibility of Corporation

(a) Corporation agrees that Covered Persons will be eligible for Covered Services only through BHS and its Participating Provider network subject to those benefits as identified in Addendum D hereto. Corporation's Benefit Plan shall require pre-certification approval by BHS as a condition of coverage of Covered Services. Corporation shall not enter into any contract with any other entity or group to provide the Covered Services described herein, and Corporation shall adopt BHS as its exclusive provider of Covered Services described herein for the term of this Agreement.

(b) Corporation shall designate an employee liaison between Corporation and BHS. The liaison shall coordinate the services of BHS and Corporation's Benefit Plan and shall establish effective communication mechanisms between BHS and Corporation. If Corporation utilizes an outside consulting firm, Corporation shall set forth the parameters and scope of authority of such firm and shall clearly define reporting responsibilities, subject to (Section 5) confidentiality parameter. BHS shall look to Corporation to make final decisions on questionable claims and coverage issues.

(c) Corporation shall provide BHS with a list of all Covered Persons by location and shall keep such list current. Initial coverage locations are identified on Addendum E. Corporation shall provide an adequate means for BHS to verify the eligibility of Covered Persons.

(d) Corporation shall pay, or cause to be paid BHS, all charges submitted by BHS pursuant to those terms stipulated in Addendums A and B. Charges for services rendered pursuant to Addendums A and B shall be paid within thirty (30) days from the date that such charges are invoiced. It is solely Corporation's responsibility to pay BHS in accordance with this Agreement. In the event of non-payment, Corporation shall be held responsible for any and all costs of collection incurred by BHS, including attorney's fees and court costs. Should a Participating Provider's fee be later denied due to retrospective review, initial eligibility error, or for any reason other than an error on the part of BHS, Corporation acknowledges and agrees that any charge, billed or received by BHS for services rendered related thereto, shall not be subject to refund. Further, BHS shall not be financially responsible for any retrospective claims for provider repayment, due to the above.

(e) Co-payments and deductibles shall be based on BHS' standard fee for service schedule. Other than applicable copayments and deductibles, or non-covered services when specifically requested by Covered Person, Providers shall be entitled to bill Covered Persons for Covered Services which are not authorized by BHS, but only when approved in advance by such Covered Person, and only as specified in Provider's Agreement with BHS.

4. Relationship Between the Parties

(a) Contractual Relationship between Independent Contractors. It is agreed that nothing herein shall be construed as creating a relationship of co-partners, joint ventures, or association between BHS and the Corporation or its health care Benefit Plan, nor shall either party, its employees, agents or representatives be considered employees, agents or representatives of the other party. Further, Corporation acknowledges that BHS is not directly providing medical services or serving as an insurance company. Neither BHS nor Corporation shall have responsibility or obligation for any act or omission of any Participating Provider.

Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that this Agreement shall not change, alter, or interfere with any professional relationship which currently exists or which may exist between any of BHS' affiliated or those non-affiliated psychiatrists and allied health professionals and any Covered Person who becomes a patient of such psychiatrist or allied health professional, including the care or treatment rendered or prescribed by such professional to any Covered Person. Such professionals shall have and be subject to the same duties, liabilities and responsibilities toward any Covered Person who becomes a patient as exists generally between patient and professional medical persons.

(b) Hold Harmless and Indemnification. BHS is, in relation to this Agreement, an Independent Contractor. As such, BHS provides its own employees for administration purposes and is responsible for and will defend and indemnify Corporation against any cost relating to its direct employees for negligence in the performance of duties directly performed by BHS employees including without limitation any liability for loss, damage, expenses, court costs and attorney fees arising from such negligence.

Corporation is responsible for and will defend and indemnify BHS against any cost relating to its employees for negligence in the performance of duties directly performed by the Corporation's employees including without limitation any liability for loss, damage, expenses, court costs and attorney fees arising from such negligence.

BHS shall carry: a) general liability insurance coverage, to include bodily injury, and b) professional liability coverage in a minimum amount of \$3 mil/\$3 mil. Upon request, BHS shall furnish Corporation with Certificates of Insurance evidencing such coverage. BHS shall include Corporation as a named insured on its professional liability policy. Further, BHS shall ensure that Participating Providers or subcontractors maintain satisfactory levels of professional liability insurance in those amounts regularly carried by a prudent person or corporation in a similar line of work.

BHS shall maintain a relationship of independent contractor with Participating Providers or subcontractors providing services in furtherance of this Agreement. Corporation acknowledges that BHS employees are not directly performing treatment services or medical necessity determinations on inpatient stays and that all medical necessity recommendations made to Corporation shall be subject to final decision of Corporation. BHS shall have no direct responsibility or obligation for any claim arising directly or indirectly out of any act or omission of any Participating Provider hereunder. Further, BHS shall have no responsibility for claims arising from BHS' disclosure of any patient information to Corporation, or arising from issues related to 1(a) or (b) herein.

Corporation and BHS hereby agree to hold each other harmless for and against, and release each other from responsibility for, any and all claims, liabilities, damages, costs or expenses (including, without limitation, attorney's fees) or judgments asserted or incurred as a result of Covered Services to be provided hereunder, including but not limited to, any claims of malpractice or negligence against a Subcontractor or Participating Provider in the discharge of their professional responsibilities. It is understood and agreed that BHS shall have no direct responsibility for the care provided by Participating Provider.

Both parties agree to cooperate with each other in the event a claim alleging malpractice is filed against Provider, BHS or Corporation, including without limitation providing deposition testimony and witness appearance if necessary. BHS shall give Corporation written notice of the date BHS is informed of such claim.

5. Confidentiality of Information.

(a) All data collected, created, received, maintained or disseminated for any purpose by BHS will be the property of BHS. BHS shall make available to Corporation information on Corporation's utilization in such a form and format as BHS provides to others of its clients. Corporation and any affiliated representatives under this Agreement agree to keep all of such information confidential and not to share such information with third parties. Corporation and its affiliated representatives shall keep the terms and rates of this Agreement confidential.

(b) BHS shall maintain records relating to Covered Persons in such a form as required by law and subject to the rights of the Covered Person and Corporation and the terms of Federal and State regulation, including, but not limited to, 42CFR. In an effort to ensure the fullest degree of patient confidentiality, the parties agree that patient identification, via name, insured or patient social security number, or any other client information, shall be expressly excluded from any interim or annual reports, billing statements or other communication from BEIS to Corporation. This shall not, however, extend to those instances where information is legally required or permissible to be shared as it may relate to supervisory or employer referrals, referrals for disciplinary reasons, employeremployee agreements, and employer disclosures required under state/federal laws, i.e., threat to safety of persons or property.

(c) Either party to this Agreement shall have the right to include the following information relative to the other party in all marketing and administrative materials it may distribute: Corporation name, address, telephone number, contact person, type of service provided.

(d) Corporation may request an independent review be performed, at Corporation's expense, in support of the accuracy of the eligibility verification of Corporation's covered members (however, BHS shall not be held responsible for errors in this regard per Section 3 (d)), and in support of billings rendered to Corporation. Such review shall be limited to those two issues only and shall be performed by a qualified, independent audit firm which specializes in health care and is unrelated to either party. The selection of such designated audit firm shall be through mutual agreement by the parties. Such review shall be performed onsite at BHS offices and shall occur at such time as BHS determines and in a manner not disruptive to the regular operation of BHS on behalf of its other clients. Such onsite review shall be limited to one time per year, and time duration of no greater than eight (8) hours. BHS shall provide reasonable access to pertinent records in support of the above two issues only, but no BHS records shall be copied or otherwise removed from BHS offices. Information furnished by BHS to auditors shall be limited to that which does not violate patient confidentiality regulations, confidentiality provisions between BHS and its providers, and confidentiality provisions between BHS and its other clients.

6. Term.

(a) The term of this Agreement shall commence on October 1, 2011. The completion date of all services under this Contract is September 30, 2012. However, the contract may be extended, at the Corporation's option, for a period of up to two (2) additional one (1) year terms. Corporation agrees to provide BHS notification forty-five (45) days prior to the end of the contract term if Corporation anticipates this Contract will not be renewed as set out above.

(b) This contract may be terminated by either party on thirty (30) days written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon a termination event, Corporation shall continue to pay all amounts due BHS which were incurred up to and including the effective date of termination. Such termination shall not relieve the Contractor of any liability to the Corporation for damages sustained by virtue of a breach by the Contractor. All indemnification and

confidentiality provisions described herein shall survive termination-

(c) Upon expiration or termination of the Agreement without renewal, BHS agrees to continue and Corporation agrees to pay, Covered Services to any Covered Person hospitalized on the date of termination until the date of discharge or until Corporation has made arrangements for substitute care, not to exceed the lesser of twenty (20) days or the time the Person's benefits are exhausted.

7. Notices.

Any notices required to be sent hereunder shall be sent via certified mail, return receipt requested, to the following addresses:

Attn: Deborah L. Stephens
Behavioral Health Systems, Inc.
Two Metroplex Drive, Suite 500
Birmingham, Alabama 35209

Attn: Demetruis Taylor, Director HR
Jefferson County Commission
716 R. Arrington Jr. Blvd. N., Suite A-610
Birmingham, Alabama 35203

8. Amendment of this Agreement.

This Agreement may be amended by mutual agreement of both parties at any time, by a writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this, the 1 st day of October, 2011.

Behavioral Health Systems, Inc. ("BHS")

Deborah L. Stephens

Founder, Chairman & Chief Executive Officer

Jefferson County Commission ("Corporation")

W. D. Carrington, President

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

Sep-27-2011-735

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and EDPM to provide employment background investigation services for FY2011-2012 in the amount of \$10,000.

CLARITY NO. 00002868

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 23rd day of August 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and EDPM, hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2011.

WHEREAS, the County desires to contract for Employee Background Investigation Services for the use of its employees; and,

WHEREAS, the Contractor desires to furnish said Employee Background Investigation Services to the County.

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 109-11, dated April 22, 2011. The terms of which are included herein by reference. The Contractor shall provide Employee Background Investigation Services to include: (a)obtaining information from the State of Alabama, Alabama Counties, other states, other state's counties and/or federal sources; (b)obtain information from multiple locations in multiple states and (c)provide electronic reporting.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to provide Employee Background Investigation Services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is July 31, 2012 with renewal, at the County's option and County Commission approval, for two (2) additional one year terms, not to exceed three (3) full years.

4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:

Fees and Billing. EDPM will submit monthly to the Client an itemized statement of services rendered to the Client by EDPM and the Client agrees to remit payment to EDPM within 30 days upon receipt of statement. A 1.5% per month interest charge will apply to any unpaid

balance following 30 days from initial billing. Failure to remit payment within said term may result in the loss or reduction of the Client's discount and/or special prices and potential suspension of testing account until balance is cleared. Nothing in the foregoing provision shall serve to waive any rights or remedies available to EDPM with respect to its providing of services to the Client. If EDPM employs an attorney or collection agency to collect amounts due hereunder it shall also be entitled to the costs of collection, including attorneys' fees and cost of suit incurred in connection with the action. Any services rendered for Client, but not outlined in Agreement Schedule(s), may still subject to fees based on EDPM standard rates. Fees outlined in Agreement Schedules may be subject to change upon thirty (30) day notice in writing to Client.

Worker's Compensation Claims History:	Turn Around Time 24-48 hours	Price \$6.00
Criminal Histories (10 year min. review):		
Sex offender search included	Turn Around Time 24 hour	Price \$6.00
County Searches (Where Statewide not Available):	Turn Around Time 24-72 hours	Price \$11.00*
Alabama Statewide Search:	Turn Around Time 24 hour	Price \$3.50*
Birmingham Municipal Court:	Turn Around Time 24-48 hours	Price \$8.00*
Statewide Where Available:	Turn Around Time 24-72 hours	Price \$3.50*
National Warrant Search:	Turn Around Time 24 hour	Price \$6.00
OIG Exclusions:	Turn Around Time 24 hour	Price \$2.50
Motor Vehicle Driving Records:	Turn Around Time Instant (some exclusions)	Price \$1.75*
Social Security Links:	Turn Around Time Instant	Price \$2.50
Credit Reports (7 year minimum review):	Turn Around Time 24 hour	Price \$9.00
Professional License Verifications:	Turn Around Time 24-48 hours	Price \$7.00*
Previous Employment Verifications:	Turn Around Time 24-48 hours	Price \$3.50*
Education Confirmations:	Turn Around Time 24-48 hours	Price \$6.00*
Guaranteed maximum discount available if contract is renewed for 2 nd year		2%
Guaranteed maximum discount available if contract is renewed for 3 rd year		3%

*Some states, counties, or institutions may charge additional fees which are passed on to Client without premiums. These pass-through fees are subject to change without prior written notice. Other products/services ordered by Client will be subject to standard EDPM fees.

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 EDPM to subcontract (assign) any portion of this contract, EDPM will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, EDPM 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. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

11. **TERMINATION OF CONTRACT:** This contract may be terminated by either party with a thirty (30) day written notice to the other

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

12. LIABILITY:

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

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

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

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

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. M 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 \$100,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

18. MISCELLANEOUS PROVISIONS,

a) Force Majeure. EDPM shall not be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act or circumstance beyond the control of EDPM.

b) Enforceability Severance Clause. The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction, or of the entire Agreement in any other jurisdiction.

c) Application of State Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Alabama,

d) Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the Client at the addresses shown above.

e) Forum Selection: The parties agree that jurisdiction and venue over all dues arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama. Birmingham Division.

f) Independent Relationship. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Client and EDPM other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of the Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employee or representative of the other.

g) Benefit. This Agreement is intended to insure only to the benefit of EDPM and the Client. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

h) Headings. The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

i) Modification. This Agreement may not be modified except in writing signed by authorized representatives of both parties, which, in the case of EDPM, must be accepted in writing by EDPM's Chief Executive Officer or Chief Operating Officer.

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
Jefferson County Commission

CONTRACTOR

EDPM

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

Sep-27-2011-736

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Chappelle Consulting Group to provide administration services for the Flexible Benefits Plan for FY2011-2012 in the amount of \$15,000.

CONTRACT NO. 00001189

PERSONAL SERVICE CONTRACT

WHEREAS, Jefferson County Commission (then "Organization") has established the Jefferson County Commission Flexible Benefits Plan (the "Plan"); and

WHEREAS, the Organization has appointed Chappelle Consulting Group.-BenefitElect ("BenefitElect) to serve as a third party claims administrator for the Plan; and

WHEREAS, the Organization and BenefitElect desire to enter into this Agreement to provide for the terms and conditions of the

appointment of BenefitElect as Claims Administrator.

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

ARTICLE I

TERM OF AGREEMENT

The effective date of the Agreement is October 1, 2011 through September 30, 2012 with the Organization's option to renew for two additional one-year terms, not to exceed three years, or until terminated pursuant to Article VI of this Agreement.

ARTICLE II

DEFINITIONS

When used in this Agreement, the following terms shall have these meanings

1. "Agreement" means this Administrative Services Agreement between the Organization and BenefitElect and includes any amendments to, or any revisions of this Administrative Services Agreement made in accordance with Article VII, Paragraph 1.
2. "Claims Administrator" means BenefitElect.
3. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
4. "Participant" means any employee or his dependent or any former employee or his eligible dependent eligible to participate in the Plan.
5. "Plan Year" shall mean October 1 to September 30.

The definitions of terms set forth in the Plan are hereby incorporated in this Agreement, and such terms shall have the same meaning when used herein unless a different meaning is clearly required by the context.

ARTICLE III

RESPONSIBILITIES OF THE ORGANIZATION

The Organization will have the following responsibilities:

1. The Organization is the named fiduciary and plan administrator under the Plan for purposes of ERISA, and as such has complete control of the administration of the Plan, with all powers necessary to enable it properly to carry out its duties in that respect. The Organization has designated BenefitElect to carry out certain responsibilities under the Plan as set forth in Article IV below. Such delegation of the Organization's powers will remain in effect until terminated by written notice of the Organization delivered to BenefitElect in accordance with Article VI of this Agreement and filed with the records of the Plan. The Organization has delegated to BenefitElect the power and responsibility to make initial claim determinations under the Plan through the administration of all claims. BenefitElect, in making such initial claim determinations, is acting in a ministerial capacity which will be performed within the framework of policies, interpretations, rules, practices, or procedures established by the Organization. The Organization retains the obligation and the right to make the final decision with respect to the payment or denial of any claims.
2. The Organization will determine whether an employee is eligible to participate in the Plan and the effective date of the employee's participation. The Organization understands that, in determining any person's rights to benefits under the Plan, BenefitElect will rely on the eligibility information furnished by the Organization and by employees. BenefitElect will not be responsible for payment of claims in error where the Organization has failed to inform BenefitElect of an employee's eligibility or status change prior to the release of the claim payment.
3. Enrollment in the Plan will be via the HR Benefit Election System during Open Enrollment. For new employees, upon satisfaction of eligibility requirements for the plan, enrollment will be on-line.
4. The Organization will provide to BenefitElect an electronic file of the payroll deductions made for each Participant bi-weekly. (every pay period)
5. The Organization will designate a bank account into which all Plan contributions made by Participants will be deposited. Such account shall be the account from which all Participant claims are paid. The Organization shall provide relevant information to BenefitElect pertaining to this bank account, including account name, account number, bank name, bank ABA number, and other such information which BenefitElect may need to facilitate payment of claims. The Organization shall maintain full responsibility for this bank account.
6. The Organization will verify that the designated Plan bank account discussed in Article III, Paragraph 5 has sufficient funds to cover approved Participant claims for the respective claim payment period. If funds in such Plan account are insufficient to cover total approved Participant claims for the claim payment period, the Organization shall cause such funds to be deposited into said account as needed to cover said claims. No payments will be made to Participants until the Organization has verified with BenefitElect that sufficient funds are on deposit in the Plan bank account.
7. The Organization will deposit into the Plan bank account on the payroll deduction frequency basis (which will be at least once per month) the amount of contributions made by Participants under the Plan for the preceding payroll period.
8. The Organization will notify BenefitElect when a Participant ceases to be eligible to participate in the Plan.
9. The Organization will prepare (or cause to be prepared) and furnish to Participants and beneficiaries as required by ERISA and any

regulations under ERISA (if applicable) any documents required to be distributed or provided upon request, including but not limited to plan documents, summary plan descriptions, summaries of material modifications, and summary annual reports.

10. The Organization will prepare (or cause to be prepared) and file all annual reports and plan descriptions required by ERISA or the Internal Revenue Code of 1986, as amended, and will also prepare and file any other documents regarding the Plan which are required to be filed with any governmental agency. The Administrator shall be responsible for determining if the Plan complies with any nondiscrimination tests applicable to the Plan under the Internal Revenue Code of 1986, as amended.

11. The Organization will maintain all Plan records for the period required by state and federal laws.

12. The Organization will be responsible for determining whether an employee is eligible to change his or her payroll deduction election due to a family status change.

13. Administrative expenses submitted to the Organization by BenefitElect will be paid within fifteen (15) days of receipt by the Organization of a statement for such expenses.

ARTICLE IV

ADMINISTRATIVE SERVICES PROVIDED BY BENEFITELECT

BenefitElect as Claims Administrator will provide the following services:

1. BenefitElect will facilitate payment of claims submitted in accordance with the Plan based on Participant elections at the time claims are submitted. Claims for benefits will be paid only to the extent funds are available in the Participant's account under the Plan for the benefit. For claims under the no reimbursed medical expenses program and the dependent care assistance program, BenefitElect will require a Participant to submit a claim for payment of expenses along with supporting documentation including a bill from the care provider and the taxpayer identification number of the care provider with respect to dependent care expenses and a receipt with respect to no reimbursed medical expenses. BenefitElect will mail reimbursement checks to Participants at least as often as payroll, enclosing with each check an Explanation of Benefits form indicating the amount of funds reimbursed from the Participant's account to date and the amount remaining in the account.

2. BenefitElect will verify with the Organization that sufficient funds are on deposit in the Plan bank account defined in Article III Paragraph 5 before releasing any approved claim payment checks. If sufficient funds are not on deposit in such account, BenefitElect will not release any claim payment checks to Participants until BenefitElect is notified by the Organization that sufficient funds are on deposit in said account.

3. BenefitElect will not be responsible for the untimely release of claim payment checks to Participants for reasons beyond the control of BenefitElect, including, but not limited to, the failure of the Organization to provide timely and accurate payroll deduction reports and/or insufficient funds on deposit in the Plan bank account to cover the scheduled periodic claim payment checks.

4. BenefitElect will have no responsibility for the Plan bank account discussed in Article III, Paragraph 5.

5. BenefitElect will provide to the Organization plan summary reports that can be accessed on an Employer web portal. These reports will summarize payments made and balances of participants and any unused benefits in the Plan for the Plan Year.

6. BenefitElect will respond to written and telephone inquiries of Participants regarding claims under the Plan.

7. Benefit Elect will submit a statement to the Organization each month for administrative expenses.

Administrative charges will be based on the number of accounts (participants) in the program.

A \$250 re-enrollment fee,

A flat fee of \$4.75 per month will be charged per participant and will include the following services:

- a) Import and/or enter data into systems and create company and employee files.
- b) Prepare Salary Reduction Agreements
- c) Preparation of legal documents including HIPPA documents.
- d) Preparation of Summary Plan Description.
- e) Conduct group communication meetings (includes media presentation, handouts & enrollment kits).
- f) Perform individual meetings upon request with employees.
- g) Continuous access to Cafeteria Plan experts.
- h) Consumer Data Exchange for on-line enrollment.
- i) Prepare anti-discrimination report.
- j) Provide annual data for Form 5500 to accountant for the company for consolidation with other plans (if required) or prepare the 5500 if needed,
- k) Provide reimbursement forms for submission of eligible expenses.
- l) Supply toll free number to enhance an open line of communication.
- m) Present a library or periodic reports in detail and summary formats to reconcile participant payments to bank account records.
- n) Prepare quarterly statements for employees showing status of reimbursement accounts.

- o) Provide an on-line Employee and Employer Portal for access to account information.
 - p) Debit Card.
8. BenefitElect will provide to the Organization any and all information requested by the Organization concerning claims denied by BenefitElect to enable the Organization to handle appeals.
9. BenefitElect will send to the Organization information in the possession of BenefitElect which will permit the Organization to make annual reports and any other reports required by ERISA or other federal or state laws.
10. BenefitElect will provide access to records, files and systems regarding its duties as Claims Administrator pursuant to the Agreement if requested by the Organization. BenefitElect will maintain records regarding the Plan until all claims have been paid for a Plan Year and at such time will forward the Plan records for the Plan Year to the Organization.

ARTICLE V

LIABILITY AND INDEMNIFICATION

1. BenefitElect neither assumes nor underwrites any liability of the Organization under the Plan or otherwise. BenefitElect will have no obligation to defend any legal action or proceeding brought to recover benefits under the Plan or which otherwise relates to the Plan.
2. BenefitElect will use ordinary care in the performance of its duties, but will not be liable to the Organization or any other party for mistakes of judgment or other actions taken in good faith unless the error results directly from the gross negligence or willful misconduct of BenefitElect, its directors, officers, or employees.
3. The Organization agrees to indemnify and hold BenefitElect harmless from and against any liability and expense (including attorney fees and costs) that BenefitElect may incur in the administration of claims under the Plan except insofar as BenefitElect fails to carry out its duties under this Agreement or such liability and expense (including attorney fees and costs) arises from the negligence or misconduct of BenefitElect. The Organization further agrees to hold harmless and indemnify BenefitElect against all claims and expenses arising from the default of the Organization in the performance of any duty or obligation under the Plan, or arising from any representation or statement by the Organization to Participants. The Organization specifically indemnifies BenefitElect for any liability and expense (including attorney fees and costs) resulting from the Organization's approval or denial of claims under the Plan. The Organization acknowledges that execution of this Agreement by BenefitElect will not be deemed as the assumption by BenefitElect of any responsibilities other than the provision of administrative services as specified herein. BenefitElect agrees to indemnify and hold the Organization harmless from and against any liability and expenses (including attorney fees and costs) that the Organization may incur as a result of BenefitElect's failure to perform its obligations hereunder.
4. The Organization agrees that BenefitElect may communicate confidential, protected, privileged or otherwise sensitive information to the Organization through or to the persons) designated by the Organization. The Organization will indemnify and hold BenefitElect harmless from any claim for the improper use or disclosure of such information by BenefitElect where such information is used or disclosed in a manner consistent with this Agreement.

ARTICLE VI

TERMINATION OF AGREEMENT

This Agreement and all rights hereunder may be terminated without notice to any Participant at any time by either party upon ninety (30) days notice to the other given in the manner prescribed by Paragraph 2 of Article VII. This Agreement may be terminated by BenefitElect upon thirty (30) days prior written notice to the Organization if the Organization fails to pay to BenefitElect any amount within thirty (30) days after such amount becomes due and payable. This contract may be terminated by either party on thirty (30) days written notice to 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.

The indemnification provisions of Article V will survive any termination of this Agreement. In the event this Agreement is terminated, BenefitElect and the Organization will cooperate with each other for purposes of transferring duties and responsibilities embodied in this Agreement to a successor claims administrator designated by the Organization. The Organization and BenefitElect understand that all Participant's information retained in the systems of BenefitElect is confidential and is and will remain the property of the Organization, and in the event this Agreement is terminated, BenefitElect will transfer all such information in its customary format to the successor claims administrator designated by the Organization.

ARTICLE VII

GENERAL PROVISIONS

The following general provisions will apply:

1. Changes in Agreement. This Agreement may be amended at any time without notice to any Participant by the mutual written agreement of BenefitElect and the Organization when such amendment is made with the same formalities as this Agreement. No representative or employee of BenefitElect is authorized to amend or vary the terms and conditions of this Agreement or to make any

agreement or promise not specifically contained herein or to waive any provision hereof other than by the means prescribed in this Article VII, Paragraph I.

2. Notices. Any notice given by BenefitElect to the Organization under this Agreement shall be sent certified mail, return receipt requested to the Director of Jefferson County Human Resources Department at its address as appearing in the records of BenefitElect. The Organization will act as the agent of the Participants to receive all notices to them hereunder and to notify the Participants affected thereby. The Organization will have the responsibility, to the extent required by law, to notify all Participants of the termination of this Agreement by BenefitElect pursuant to Article VI. In the case of either changes in or termination of this Agreement, notice to or by the Organization will be deemed to constitute notice to all Participants, and no further notice need be given by BenefitElect to any Participant in order to effectuate any change in or termination of this Agreement. Any such notice of change or termination of this Agreement will be sent certified mail, return receipt requested. Any notice given to BenefitElect by the Organization, an employee, or any Participant will be sufficient if mailed to BenefitElect at 1747 Reese Street, Suite 215, Birmingham, AL 35209. BenefitElect will be entitled to rely conclusively upon any and all notices, directions and certifications received from the Organization and reasonably believed to be properly executed as being the action of the Organization and will act and be fully protected in accordance there with.

All notices must be in writing.

3. Non-Liability of BenefitElect for Action of Providers. No Participant will have any claim, right or cause of action against BenefitElect or its officers, agents or employees on account of any act or omission, whether negligent, willful or otherwise, on the part of any institution or person rendering services or furnishing materials to any Participant, or on account of any failure or inability for any reason of a Participant to obtain any services, care, treatment, or supplies, for which benefits are payable under this Agreement. Nothing in this Agreement will be construed as obligating BenefitElect to provide services, equipment, material or facilities to any provider of services in order to enable the provider to furnish services, care, treatment or supplies for which benefits are provided under this Agreement.

4. Duty of Participants to Furnish Information. As a condition precedent to the payment of benefits under the Plan, the Participant must provide to BenefitElect a claim or claims in writing in such form as prescribed by BenefitElect, together with such information and documentation as required by BenefitElect. Refusal by any Participant to provide such records, information or evidence if reasonably requested will be grounds for denial of any payment of benefits to the Participant regarding the Participant's claim.

5. Incorrect Benefit Payments. If payments are made to a Participant and BenefitElect finds at a later date that payments were incorrect, the Participant will be required to repay any overpayment.

6. Determination of Organization is Final and Conclusive. Whenever BenefitElect as Claims Administrator denies a Participant's claim for benefits, the Participant may appeal the decision to the Organization. In making the initial claim determination, BenefitElect is acting in a ministerial capacity rather than a fiduciary capacity. Discretionary authority and control is exercised by the Organization. The determination of the Organization regarding a Participant's claim is final and conclusive.

ARTICLE VIII

MISCELLANEOUS

1. Headings. The headings and subheadings in this Agreement have been inserted for convenience of reference only and are to be ignored in construction of the provisions hereof.

2. Construction. In the construction of this Agreement, the masculine will include the feminine, the feminine will include the masculine, and the singular the plural in all cases where such meanings are appropriate. This Agreement will be construed in accordance with the laws of the State of Alabama to the extent that such laws are not preempted by federal law.

3. Severability. If any portion of this Agreement is held to be invalid under any applicable law, the remaining part will continue in full force and effect.

4. Facility of Payment. If a person entitled to benefits hereunder is unable to care for his affairs because of illness, accident or other incapacity, any payment due may be paid to his legal guardian or other representative. Any such payment will be made for the account of such incapacitated person, and will to the extent thereof, be a complete discharge of the obligations under the Plan to such person. Any benefits that may be paid by BenefitElect under this Agreement may be paid by BenefitElect either to the Participant or to any institution or person furnishing the services, care, treatment or supplies for which benefits under the Plan are payable; and through such provision or payment, BenefitElect will fully discharge its obligation under this Agreement and under the Plan and the obligation of any sponsor of the Plan for all such benefits.

Nothing in this provision or elsewhere in this Agreement, however, will be deemed to confer on any institution or person furnishing services, care, treatment or supplies to any Participant any right to recover payment thereof from BenefitElect or directly from the Plan or any sponsor thereof, and no such institution or person will have any right of recovery against BenefitElect, the Plan or any sponsor thereof for any benefits payable under this Agreement.

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 Successful BenefitElect to subcontract

(assign) any portion of this contract, the Successful BenefitElect will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful BenefitElect must maintain a continuous effective business relationship with the sub-BenefitElect(s) including, but not limited to, regular payment of all monies owed to any sub-BenefitElect. 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: BenefitElect 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 BENEFITELECT: The BenefitElect acknowledges and understands that the performance of this contract is as an independent BenefitElect and as such, the BenefitElect 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 /TB'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 BenefitElect shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

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

12. INSURANCE: BenefitElect 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 BenefitElect must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

13. COUNTY FUNDS PAID: BenefitElect and the BenefitElect 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 BenefitElect 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.

14. VIOLATIONS: Any violation of this certification shall constitute a breach and default of this Agreement which shall be a use for termination. Upon such termination BenefitElect 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.

BENEFIT ELECT:

Chappelle Consulting Group

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

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

Sep-27-2011-737

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:

- (a) AON Consulting, Inc. - administration of Protective Services Profile (written exam for screening of police office candidates) - \$35,640
- (b) Hampton Inn & Suites - accommodations and services - \$145,000
- (c) Sheraton Birmingham Hotel - accommodations and services - \$40,000
- (d) Tier Technologies, Inc. - maintenance on Interactive Voice Response system - \$4,542
- (e) First Advantage Enterprise Screening Corp. - online skills testing services - \$12,000
- (f) AL.com - internet marketing production and advertising services - \$14,700

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

Sep-27-2011-738

WHEREAS, Don Holmes was appointed to fill the unexpired term of Tim Thornton on the Jefferson County Economic and Industrial Development Board; and

WHEREAS, the current term will expire on September 30, 2011; and

WHEREAS, Don Holmes has served the Authority in the past and was very dedicated in his service; and

WHEREAS, Don Holmes has indicated that he is willing to serve for another term.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Don Holmes to the Jefferson County Economic & Industrial Development Authority Board, beginning October 1, 2011 and ending September 30, 2015, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

9/27/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MICROSCOPE BULBS	CORONER/MEDICAL EXAMINER	27.48	1900052525
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POSTAGE	CORONER/MEDICAL EXAMINER	44.00	1900052653
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED STAMPS FOR REVENUE MAILOUT.	GEN SVCS: ADMINISTRATION	87.58	1900052465
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED STAMPS FOR BOARD OF REGISTRARS	GEN SVCS: ADMINISTRATION	116.00	1900052467
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	67.57	1900052534
DISTRICT 1	1000193	JEFFERSON CO TREASURER	GAS POOL CAR/PARKING FOR LECTURE BY DR. DAVIS	CORONER/MEDICAL EXAMINER	28.00	1900052535
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED STAMPS FOR TAX ASSESSORS MAIL OUT	GEN SVCS: ADMINISTRATION	176.00	1900052705
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OIL FOR SECURITY VEHICLE	GEN SVCS: ADMINISTRATION	19.93	1900052536
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE DISINFECTANT	CORONER/MEDICAL EXAMINER	60.47	1900053060
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE FLASHLIGHT	CORONER/MEDICAL EXAMINER	13.88	1900053064
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	61.19	1900053095
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF STAMPS FOR BOARD OF REGISTRARS	GEN SVCS: ADMINISTRATION	145.00	1900052736
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POOL CAR GAS	CORONER/MEDICAL EXAMINER	40.00	1900052738
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLES 1602-PROBATE INV 28816 PRINTS	GEN SVCS: ADMINISTRATION	277.17	1900052548
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLES 1602RENOV-FURN INV 28818 PRINTS	GEN SVCS: ADMINISTRATION	550.60	1900052549
DISTRICT 1	1019072	FIRST COMMERCIAL BANK	ADMIN FEE WARRANT SERIES 2006	GEN SVCS: ADMINISTRATION	8,000.00	1900052981
*DISTRICT 1					9,714.87	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	NUTS, BOLTS & WASHERS FOR THE BRISGE DIVISION	R&T: BRIDGE MAINT/CONSTR	85.61	1900052707
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL, VEHICLE TAGS	FLEET MGMT: ADMINISTRATION	105.36	1900052522
DISTRICT 2	1000193	JEFFERSON CO TREASURER	POSTAGE TO MAIL CONTRACT RENEWAL LETTER	SENIOR CITIZEN SERVICES	4.40	1900052537
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BRIDGE PAINT & TARPS	R&T: BRIDGE MAINT/CONSTR	180.51	1900052694
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND RECORDING FEES BESS. PROBATE #435733	R&T: RIGHT OF WAY	29.00	1900052953
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL RICKY KROFCHICK	R&T: TRAFFIC ENGINEERING	30.00	1900052996
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE PHONE CHARGERS & PHONE PUCHES - BESS	R&T: HIGHWAY MAINT-BESSEMER	147.95	1900052739
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEH. TITLE APP. '96 MOBILE HOME MORGAN RD. (MANN)	R&T: ADMINISTRATION	23.00	1900053115
*DISTRICT 2					605.83	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS JULY	REVENUE	277.43	1900052477
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)53.99	REVENUE	53.99	1900052472
DISTRICT 3	1024778	BANK OF NEW YORK MELLON	ADMIN FEE GEN OBLIGATION WARRANTS SERIES 2001B	FINANCE ADMINISTRATION	10,000.00	1900052982
*DISTRICT 3					10,331.42	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEDEX REIMBURSEMENT TO ANNETTE DAVIS	EMA	86.54	1900052703
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SER & FUEL	EMA - DISASTER RECOVERY	475.01	1900052704
DISTRICT 4	1000193	JEFFERSON CO TREASURER	COFFEE FOR CHARRETTE TRAINING 8/8-8/12/11	LAND DEVELOPMENT	25.00	1900052469

DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD;BASKEBALL;MEDS;CLEANER;FOOD FOR REWARDS	YOUTH DETENTION: SUPPORT SVCS	147.06	1900052711
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EASEL PAD	LAND DEVELOPMENT	45.98	1900052978
DISTRICT 4	1000193	JEFFERSON CO TREASURER	DOOR STOP;FOOD;PAD LOCK;BREAD;PIZZAS FOR RESI	YOUTH DETENTION: SUPPORT SVCS	147.92	1900052980
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES	EMA - DISASTER RECOVERY	375.00	1900053020
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - HARD DRIVE & EOC ACTIVATION FOOD	EMA	146.58	1900053019
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES	EMA - DISASTER RECOVERY	444.97	1900053099
DISTRICT 4	1000388	TOWN OF MORRIS	FEMA DR-1971 TOWN OF MORRIS RESPONSE	EMA - DISASTER RECOVERY	2,208.29	1900052991
DISTRICT 4	1000527	CITY OF TRUSSVILLE	FEMA DR-1971 TRUSSVILLE FIRE RESPONSE	EMA - DISASTER RECOVERY	7,100.72	1900052986
DISTRICT 4	1000548	CITY OF VESTAVIA HILLS	FEMA DR-1971 CITY OF VESTAVIA RESPONSE	EMA - DISASTER RECOVERY	2,992.47	1900052992
DISTRICT 4	1000898	FORESTDALE FIRE DISTRICT	FEMA DR-1971 FORESTDALE FIRE RESPONSE - TUSCAL	EMA - DISASTER RECOVERY	981.95	1900052988
DISTRICT 4	1000898	FORESTDALE FIRE DISTRICT	FEMA DR-1971 FORESTDALE FIRE RESPONSE - JEFFERSON	EMA - DISASTER RECOVERY	3,171.70	1900052989
DISTRICT 4	1002148	CITY OF HELENA	FEMA DR-1971 HELENA RESPONSE TO JEFFERSON CNTY	EMA - DISASTER RECOVERY	2,677.60	1900052985
DISTRICT 4	1003828	AAEM	AAEM - EMA STAFF MEMBERSHIP DUES	EMA	400.00	1900053134
DISTRICT 4	1006486	MOUNTAIN BROOK FIRE DEPT	FEMA DR-1971 MOUNTAIN BROOK FIRE RESPONSE	EMA - DISASTER RECOVERY	2,730.07	1900052990
DISTRICT 4	1023308	TRUSSVILLE FIRE DEPART	FEMA DR-1971 TRUSSVILLE VOLUNTEER FIRE RESPONSE	EMA - DISASTER RECOVERY	12,918.11	1900052987
DISTRICT 4	1025205	BHAM FIRE/RESCUE PERSONL	BHAM FIRE & RESCUE AWARDS BANQUET - EMA STAFF	EMA	625.00	1900052475
DISTRICT 4	1028379	CITY OF SARALAND, AL	FEMA DR-1971 CITY OF SARALAND RESPONSE	EMA - DISASTER RECOVERY	2,618.00	1900052994
DISTRICT 4	1028412	CITY OF ALABASTER, AL	FEMA DR-1971 ALABASTER RESPONSE TO CONCORD	EMA - DISASTER RECOVERY	3,018.85	1900052983
DISTRICT 4	1028412	CITY OF ALABASTER, AL	FEMA DR-1971 ALABASTER RESPON TO PLEASANT GROVE	EMA - DISASTER RECOVERY	2,697.67	1900052984
DISTRICT 4	1028448	TOWERS ELEC SEVICE, INC.	PERMIT 110543E - HOMEOWNER HIRED ANOTHER CO.	INSPECTION SERVICES	134.00	1900052708
DISTRICT 4	1028449	WHITSON ELECTRIC, INC.	PERMIT 110473E - CONTRACTOR NOT DOING JOB.	INSPECTION SERVICES	158.00	1900052709
*DISTRICT 4					46,326.49	
**					66,978.61	

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the above Unusual Demands be approved.

Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Sep-27-2011-739

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department to remove the following equipment from fixed assets, be and hereby is approved.

DISPOSALS REQUESTED:

FLEET DEPARTMENT

160000001123	SEDAN 4DR TAURUS 00 (A001570)	Warehouse for Auction
160000001171	PU 6K 4X4 1500 01 (8011202)	Warehouse for Auction
160000001485	SEDAN 4DR TAURUS-01 (A011210)	Warehouse for Auction
160000001565	PU 6K 4X4 150 X CAB01 (13011215)	Warehouse for Auction
160000001567	PU6K 4X4 150XCAB01 (8011213)	Warehouse for Auction
160000001590	SUV AT4 EXCURSION 01 (A011218)	Warehouse for Auction
160000004373	PU 6K 4X4 F150 97 (13971220)	Warehouse for Auction
160000004680	PU 6K 4X4 1500 98 (8981213)	Warehouse for Auction
160000004976	SEDAN 4 DR TAURUS 99 (A991205)	Warehouse for Auction
160000005036	PU 6K 4X4 150099 (8991216)	Warehouse for Auction
160000005038	PU 6K 4X4 150099 (8991218)	Warehouse for Auction
160000000393	CHEVROLET TRUCK	

FAMILY COURT

140000002042	COPIER	Obsolete, no longer in dept.
140000002593	LASER PRINTER	Obsolete, no longer in dept.

INFORMATION TECHNOLOGY

130000000210	IBM SERVER W/ACC-887042X445	Obsolete/No longer in department
130000000211	SOFTWARE-VM WARE 4-WAY	Obsolete/No longer in department
070129	IBM SERVER 445	Obsolete/No longer in department
070153	IBM SERVER 445	Obsolete/No longer in department
070155	IBM SERVER 445	Obsolete/No longer in department
070156	IBM SERVER 445	Obsolete/No longer in department
070157	IBM SERVER 445	Obsolete/No longer in department
070158	IBM SERVER 445	Obsolete/No longer in department
070164	IBM SERVER 445	Obsolete/No longer in department
070167	IBM SERVER 445	Obsolete/No longer in department
70057	ENCORE 20	

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

STAFF DEVELOPMENT

Multiple Staff Development

Commission (2 participants)	
W. David Carrington	\$1,632.00
James A. Stephens	\$1,597.55

Sewer Debt Creditor Meeting
New York, NY - August 23-25, 2011

Individual Staff Development

Commission

Sandra Little Brown \$100.00
Assn. of County Commissions of Alabama
Tallapoosa, County, AL - September 21-22, 2001

Community Development

Paula Leeth-Potter \$572.86
Region 3 Targeted Population Forum
Atlanta, GA - October 12-14, 2011

Cooper Green Mercy Hospital

Shirin Banu \$1,579.12
American College of Physicians
Orlando, FL - February 17-20, 2011

Shirin Banu \$60.00
CME Course/Improving the Management of HIV Disease
Atlanta, GA - March 14-15, 2011

Land Planning & Development Services

Jeff Gunter \$398.74
2011 AL Assn. of Floodplain Managers Fall Conference

Auburn, AL - October 17-19, 2011

Tax Assessor

Janet Bell \$639.88
AL III: Basic Mapping
Montgomery, AL - October 12-14, 2011

For Information Only

Personnel Board

Raymond Goolsby \$600.00
Auburn University Non-Technical Career Expo
Auburn, AL - September 21, 2011

Tiffany Owens \$125.00
JSU Fall Career Fair
Jacksonville, AL - October 6, 2011

Tiffany Owens \$250.00
University of South Alabama Allied Health & Nursing Expo
Mobile, AL - September 7, 2011

Tiffany Owens \$200.00
UAB 2011 Fall Job & Internship Fair
Birmingham, AL - September 20, 2011

Tiffany Owens \$525.00
UA 2011 General Interest & Business Career Fair
Tuscaloosa, AL - September 22, 2011

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the above Staff Development be approved.

Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

BUDGET TRANSACTIONS

A. Position Changes and/or Revenue Changes

1. Roads & Transportation \$767,522.57

Increase revenue and expenditures to record an 80% reimbursement from Alabama Department of Transportation for the purchase of additional right-of-way for the Morgan Road Widening Project.

2. Probate Court \$8,300

Shift funds and add purchasing memorandum to purchase three Canon reader-scanners.

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

REQUEST FOR CERTIFICATIONS

Youth Detention

Administrative Assistant II

Cooper Green Mercy Hospital - Ultrasound

Diagnostic Imaging Technologist - 2 regular & 1 provisional position

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

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 09/01/2011- 09/07/2011

RECOMMENDED FOR:

1. JEFFERSON COUNTY USER DEPARTMENTS AND PACA MEMBERS FROM BUDGET JANITORIAL SUPPLY INCORPORATED, PELHAM, AL, TERMINATION OF CONTRACT FOR PAPER AND PLASTIC BAGS. VENDOR CANNOT HONOR PRICING AND CANNOT SHIP OUTSTANDING ORDERS. TERMINATION IS AT THE REQUEST OF BUDGET JANITORIAL. REFERENCE BID # 72-11 \$0.00 TOTAL
2. JEFFERSON COUNTY USER DEPARTMENTS AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD CONTRACT FOR PAPER AND PLASTIC BAGS. REFERENCE BID # 72-11 \$0.00 TOTAL
3. COMMUNITY AND ECONOMIC DEVELOPMENT FROM HAND CONSTRUCTION, BESSEMER, AL, FOR HOUSING REHABILITATION WORK. SAP PURCHASE ORDER # 2000057832 REFERENCE BID # 193-11 \$23,220.00 TOTAL
4. WORKFORCE DEVELOPMENT FROM BONUS BUILDING CARE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CUSTODIAL SERVICE FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 209-10 \$0.00 TOTAL
5. GENERAL SERVICES: FAMILY COURT FROM BLAISING FIRE AND WATER, PELHAM, AL, FOR HOOD SUPPRESSION SYSTEM REPAIR AT YOUTH DETENTION CENTER FOR COMPLIANCE. SAP PURCHASE ORDER # 2000057842 \$6,050.00 TOTAL
6. INFORMATION TECHNOLOGY - ADMINISTRATION FROM MOTOROLA INCORPORATED, ATLANTA, GA, FOR REPAIR AND INSTALLATION OF 4CMS ACU CARDS. SAP PURCHASE ORDER # 2000057877 STATE OF ALABAMA CONTRACT 4 T-300 \$31,125.88 TOTAL
7. COOPER GREEN MERCY HOSPITAL - MEDICAL RECORDS FROM 3M HEALTH INFORMATION SYSTEM INCORPORATED, MURRAY, UT, FOR CODING SOFTWARE SUPPORT FOR THE PERIOD OF 9/30/11 - 9/29/12. SAP PURCHASE ORDER # 2000057883 REFERENCE BID # 104-10 \$48,720.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM 3M HEALTH INFORMATION SYSTEM INCORPORATED, MURRAY, UT, FOR MEDICAL NECESSITY DICTIONARIES SOFTWARE SUPPORT FOR THE PERIOD OF 10/1/11 - 9/30/12. SHOPPING CART 1000142614 \$7,651.80 TOTAL
9. Duplicate entry – see Week of 9/8/11 - 9/14/11. (Perot Systems)

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL FROM MEDICAL INFORMATION TECHNOLOGY INCORPORATED, WESTWOOD, MA, FOR INTERFACE TO THE DATA INNOVATIONS DATA MANAGER ANALYZER AND HEMATOLOGY LAB INSTRUMENTS. SAP PURCHASE ORDER # 2000057802 REFERENCE BID # 138-07 \$9,000.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL - DATA PROCESSING FROM DIMENSIONAL INSIGHT, BURLINGTON, MA, MAINTENANCE FOR DATA REPORTING FOR THE PERIOD OF 4/1/11 -3/31/12. REFERENCE BID # 94-08 INVOICE 4 40398 \$11,808.72 TOTAL

For Week of 09/08/2011- 09/14/2011

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELECT TEMPLE, PITTSBURGH, PA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PHYSICAL THERAPY SERVICE.
SAP PURCHASE ORDER # 2000043330 \$75,000.00 TOTAL REFERENCE BID # 95-10
2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOFFS RADIATOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS FOR OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049068 \$2,000.00 TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SOUTHERN HYDRAULICS AND MACHINERY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10-9/30/11. SAP PURCHASE ORDER # 2000049216
\$2,000.00 TOTAL
4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM PREMIER CHEVROLET, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049212 \$1,000.00 TOTAL
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049149 \$500.00 TOTAL
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KURTS TRUCK AND PARTS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049148
\$2,000.00 TOTAL
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM COWIN EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1// 1- 9/30/11. SAP PURCHASE ORDER # 2000049178 \$200.00 TOTAL
8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048960 \$8,000.00 TOTAL
STATE OF ALABAMA CONTRACT # T-106
9. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MCPHERSON OIL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR OILS AND LUBRICANTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048968 \$5,000.00 TOTAL
REFERENCE BID # 124-09
10. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION OF AMERICA HOLDINGS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR GENERAL REFERRAL LABORATORY TESTING FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 192-10 \$390,000.00 TOTAL
11. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM PHILIPS HEALTHCARE, FRANKLIN, TN, CONTRACT RENEWAL FOR CT SCANNER LIGHTSPEED MAINTENANCE FOR THE PERIOD OF 10/ 1 / 11 - 9/3 0/ 12.
REFERENCE BID # 180-09 \$103,600.00 TOTAL
12. JEFFERSON COUNTY LAUNDRY FROM ETOWAH CHEMICAL SALES AND SERVICE, GADSDEN, AL, TO AWARD CONTRACT FOR LIQUID LAUNDRY SUPPLIES FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID 4 168-11 \$0.00 TOTAL
13. REVENUE DEPARTMENT FROM CONCEPT INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR LABORATORY LABELS FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 170-11 \$0.00 TOTAL
14. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM RX TECHNOLOGY, JOPLIN, MO, TO AWARD CONTRACT FOR PHARMACY LABELS FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 165-11 \$0.00 TOTAL
15. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM PRECISION DYNAMICS, SAN FERNANDO, CA, TO AWARD CONTRACT FOR LABORATORY LABELS FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 165-11
\$0.00 TOTAL
16. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR PURCHASE, LEASE OR RENTAL OF DIGITAL MULTI-FUNCTIONAL COPIERS FOR THIRTY (30) DAYS - (10/1/11 - 10/31/11) UNTIL AWARD IS MADE ON BID NO. 150-11. REFERENCE BID # 251-08 \$0.00 TOTAL

17. GENERAL SERVICE - BULK STORES WAREHOUSE FROM BUDGET JANITORIAL, BIRMINGHAM, AL, TO AWARD CONTRACT FOR JANITORIAL PRODUCTS - GROUP 1 FOR THE PERIOD OF 10/1/11 -9/30/12.
REFERENCE BID # 167-11 \$0.00 TOTAL
18. GENERAL SERVICE - BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD CONTRACT FOR JANITORIAL PRODUCTS - GROUP 2 AND 3 FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 167-11 \$0.00 TOTAL
19. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM GRAPHICS CORPORATION, BIRMINGHAM, AL, CONTRACT RENEWAL FOR COPIER MAINTENANCE FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 205-09
\$0.00 TOTAL
20. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM STEWART ORGANIZATION, BIRMINGHAM, AL, CONTRACT RENEWAL FOR COPIER MAINTENANCE FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 205-09
\$0.00 TOTAL
21. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, CONTRACT RENEWAL FOR COPIER MAINTENANCE FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 205-09
\$0.00 TOTAL
22. REVENUE DEPARTMENT FROM NCP SOLUTIONS FROM BIRMINGHAM, AL, CONTRACT RENEWAL FOR PRINTING TAX COUPON BOOKS FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 142-10 \$0.00 TOTAL
23. GENERAL SERVICE - BULK STORES WAREHOUSE FROM STRICKLAND PAPER, BIRMINGHAM, AL CONTRACT RENEWAL FOR THE PURCHASE OF COPY PAPER, ENVELOPES (GROUP 1 - 10) FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 143-10 \$0.00 TOTAL
24. GENERAL SERVICE - BULK STORES WAREHOUSE FROM XPEDX, BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE PURCHASE OF COPY PAPER (GROUP 11) FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 143-10
\$0.00 TOTAL

REPORTED FOR:

1. FAMILY COURT - ADMINISTRATION FROM TSA INCORPORATED, HOOVER, AL, TO PURCHASE EIGHT (8) SCANNERS.
SAP PURCHASE ORDER # 2000057957 \$17,200.00 TOTAL STATE OF ALABAMA CONTRACT 4 T-020
2. COOPER GREEN MERCY HOSPITAL - DATA PROCESSING FROM ARRAY SOFTWARE, AGAWAM, MA, TO PROVIDE TASK SOFTWARE MAINTENANCE AND TASK+DTS CONVERSION. SAP PURCHASE ORDER # 2000057968
\$436.74 TOTAL INVOICE # T21509, T21748 & T21839
3. COOPER GREEN MERCY HOSPITAL - DATA PROCESSING FROM PEROT SYSTEMS HEALTHCARE SOLUTIONS INCORPORATED, CANTON, MA, TO PROVIDE MAINTENANCE SUPPORT FOR MEDITECH SERVERS AND DATA STORAGE TAPE DRIVE FOR THE PERIOD OF 6/15/11 -6/14/12 (INVOICE # 09092011WR).
SAP PURCHASE ORDER # 2000057899 \$34,802.86 TOTAL MAINTENANCE AGREEMENT # C01821 REV. A
TO REPLACE ITEM # 9 ON LAST WEEKS PURCHASING AGENDA.
4. COOPER GREEN MERCY HOSPITAL - PHARMACY FROM GLOBAL PHARMACEUTICAL SOLUTIONS, EFFINGHAM, IL, TO PROVIDE PHARMACY CLAIMS AND BENEFITS ADMINISTRATION FOR THE PERIOD OF SERVICE RENDERED 7/16/11 - 8/31/11. SAP PURCHASE ORDER # 2000058006 \$14,342.80 TOTAL INVOICE # 20792, 20839, 20867
Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Purchasing Minutes be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Sep-27-2011-740

BE IT RESOLVED AND ORDAINED by the Jefferson County Commission (the "Commission") that the following ordinance is hereby ordained and adopted:

Ordinance No. 1801

JEFFERSON COUNTY ENTITY BUSINESS LICENSE TAX

Section 1. Definitions and Rules of Construction.

(a) For purposes of this Ordinance, the following terms or phrases shall have the respective meanings ascribed by this section, except where the context clearly indicates otherwise:

(1) Act 67-406. Act No. 406 enacted at the 1967 Regular Session of the Legislature of Alabama, which authorized the County's levy of business license taxes and under which such taxes were levied by the County until January 1, 2010, pursuant to the provisions of the Prior License Code.

(2) Act 2009-811. Act No. 2009-811 enacted at the 2009 Special Session of the Legislature of Alabama, which authorized the County's levy of business license taxes and under which such taxes levied by the County on and after January 1, 2010, pursuant to the Prior License Code.

(3) Business Activity. The carrying on or practice of any business, vocation, occupation, work, calling or profession for profit by a Licensable Entity, subjecting the Licensable Entity to the County's licensing and taxing authority under the Enabling Act.

(4) Business License. A certificate to be issued by the County to each Licensable Entity for each Fiscal Year in respect of its Business Activity for each of its Licensable Business Locations, as and to the extent required hereby, evidencing payment by such entity of the License Tax hereby levied and other applicable charges imposed pursuant hereto in respect of all its Licensable Business Locations. Such certificate shall not be construed to legalize any illegal activity or to authorize, or imply authorization for, any activity at any place or site within the County the authorization or location of which is subject to land use, health or safety, zoning, environmental or other governmental regulatory requirements.

(5) Business Entity. Any Corporation, partnership, limited liability company, limited liability partnership, trust, estate, or any other form of private business organization other than a Sole Proprietorship.

(6) Commission. The Jefferson County Commission or any other governing body of the County that may succeed to the functions of the Commission.

(7) Corporation. Any corporation organized under the laws of the United States or any state or political subdivision thereof or under the laws of any foreign country or political subdivision thereof, including any association or joint stock company.

(8) County. Jefferson, County, Alabama, a political subdivision of the State of Alabama, and includes its successors and assigns.

(9) Enabling Act. Act No. 2011-662 enacted at the 2011 Regular Session of the Legislature of Alabama, which Act confers upon the Commission the taxing authority implemented by this Ordinance.

(10) Fiscal Year. The fiscal year of the County beginning October 1 of each calendar year and ending on the next succeeding September 30.

(11) Governmental Entity. The United States of America, every department and agency thereof, and every corporation or other entity created or controlled thereby; the State of Alabama, every municipality and county thereof, and every public corporation, board, authority, commission, or other agency created under the laws thereof or organized with the approval of the governing body of one or more political subdivisions thereof; and every state and territory of the United States and every foreign country and every agency or entity created or controlled by any thereof.

(12) Gross Receipts. The revenue (without subtraction of any costs or expenses incurred and including any federal excise tax or other taxes collected in respect of sales or services) from all sources and all lines of business of a Licensable Entity arising from Business Activity in the County in the regular course of such entity's trade or business, including Business Activity carried on or practiced at or through all its Licensable Business Locations in the County, and including revenue from tangible and intangible property if the acquisition, management or disposition of the property constitutes an integral part of such entity's regular trade or business operations in the County, in all cases in respect of which the Licensable Entity is not otherwise required by law to pay a tax levied by the State of Alabama pursuant to the provisions of any of Sections 40-16-4, 40-21-50, 40-21-52, 40-21-53, 40-21-56, or 40-21-60 of the Code of Alabama 1975, as amended; provided, however, that such term shall not include receipts from the casual sale of the Licensable Entity's business assets or of the capital stock of a subsidiary thereof.

(13) Individual. A Natural Person other than a Sole Proprietorship.

(14) Licensable Business Location. A building, structure, office, house, shed, tent, tract of land, lot or other physical place where Business Activity is conducted by a Licensable Entity in the County, provided that such term shall also include vehicles, trailers and temporary stands from which food or other products are regularly sold or out of or through which services constituting Business Activity are provided, such as taxi cabs, lawn services vehicles and trailers, etc., including delivery or repair service vehicles operated in the County.

(15) Licensable Entity. Any Business Entity or Sole Proprietorship engaging in Business Activity in the County and upon which the License Tax is imposed by Section 3 of this Ordinance.

(16) License Measure. That amount of the Gross Receipts of a Licensable Entity (including Gross Receipts from all of its Licensable Business Locations in the County) for the applicable Tax Computation Period that is subject to the License Tax as determined in accordance with the provisions of Section 3 of this Ordinance.

(17) License Tax. The privilege or license tax authorized by the Enabling Act and levied hereby on each Licensable Entity pursuant to this Ordinance for the privilege of conducting Business Activity in the County.

(18) Natural Person. Any individual human being.

(19) Prior License Codes. Jefferson County Ordinance No. 1 adopted on September 10, 1968, as amended through Ordinance No. 1172 adopted on January 24, 1989, and Jefferson County Ordinance No. 1791 adopted on December 22, 2009, all pertaining to the previous levies of business license taxes by the County.

(20) Revenue Director. The Director of Revenue of the County or other officer or employee of the County responsible for collecting the License Tax for the County; provided that for purposes of evaluating the requests and problems of any Licensable Entity, this term shall be deemed to include any employee of the County's Department of Revenue authorized to act for the Revenue Director, subject to the right of appealing such employee's decision to the Revenue Director.

(21) Sole Proprietorship. Any Natural Person who solely conducts, other than through a separate legal entity owned by him, any Business Activity the carrying on of which renders him subject to the License Tax levied hereby.

(22) State. The State of Alabama.

(23) Tax Computation Period. The annual accounting period of a Licensable Entity ending immediately prior to each October 1 on which the entity's License Tax shall be due hereunder, provided that, in the case of a Licensable Entity in existence or engaging in Business Activity in the County for less than a full twelve month period prior to any such October 1, the Tax Computation Period shall be the actual period of days during which the entity was engaging in Business Activity prior thereto.

(b) For the purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) Words of masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(2) All captions or headings of articles, sections or other subdivisions in this Ordinance are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, the meaning of this Ordinance.

(3) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without limitation".

(4) The terms "hereby," "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular article, section or other subdivision thereof.

Section 2. Findings and Determinations by the Commission.

As the basis for the exercise of the taxing authority conferred upon the Commission by the Enabling Act, the Commission hereby finds and determines (a) that recent rulings of the Supreme Court of Alabama in respect of the repeal of Act 67-406 in 1999 by the Legislature of Alabama and the insufficiency of the notice to apply for enactment of Act 2009-811 as required by the Constitution of Alabama of 1901, as amended, have rendered the provisions of the Prior License Codes ineffective to levy business license taxes in the County, resulting in a denial to the County of the revenues heretofore derived therefrom, (b) that the Enabling Act, enacted by the Legislature of Alabama and approved by the Governor of Alabama in response to those rulings, authorizes the Commission to levy, impose and collect, commencing October 1, 2011, a license or privilege tax upon any person (as defined therein) for engaging in Business Activity in the County measured by Gross Receipts in respect of which such person is not otherwise required by law to pay a State tax pursuant to the provisions of any of Sections 40-16-4, 40-21-50, 40-21-52, 40-21-53, 40-21-56, or 40-21-60 of the Code of Alabama 1975, and (c) that the levy of the License Tax herein provided for is necessary and in the best interests of the citizens of the County in order to provide funds with which to pay a portion of the costs of essential County services necessary for the protection of the health, welfare and safety of the citizens of the County.

Section 3. Levy of License Tax.

(a) In addition to all other taxes of every kind now imposed by law, there is hereby levied, and shall be imposed and collected as herein provided, a privilege or license tax to be known as the Jefferson County Entity Business License Tax (hereinafter defined as the "License Tax"), on every Business Entity and Sole Proprietorship engaging in Business Activity in the County during each Fiscal Year commencing with the Fiscal Year beginning October 1, 2011, in such amounts and for such periods as shall be determined in accordance with the applicable provisions of the Enabling Act and this Ordinance. The License Tax shall be imposed on all Business Entities and Sole Proprietorships not exempted by subsection (m) of this Section of this Ordinance.

(b) The License Tax for all Licensable Entities engaged in any business in the County on October 1 of each year, commencing October 1, 2011, shall be due and payable on that date, and the privilege obtained from the payment of such tax shall apply to the full Fiscal Year beginning on such October 1. Any License Tax not paid on or before the first day of the Fiscal Year for which it is due shall be delinquent if not paid by the then immediately succeeding November 1, provided that in respect of License Tax due October 1, 2011, said tax shall not be deemed delinquent until after December 31, 2011.

(c) Before or at the beginning of each Fiscal Year, each Licensable Entity shall submit to the Revenue Director an application for a Business License or Licenses for such Fiscal Year in such form and accompanied by such information, as shall enable the Gross Receipts of the Licensable Entity for its then immediately preceding Tax Computation Period to be utilized for purposes of computation of the License Tax and fees due hereunder. The application shall list the respective addresses of each of the Licensable Entity's Licensable Business

Locations operating in the County and shall specify as well the principal address of the Licensable Entity. The validity of the information provided by the Licensable Entity and used in making such computation shall be verified by a sworn, notarized affidavit of an authorized officer or the proprietor of the Licensable Entity submitting the application for the Business License. The full amount of the License Tax due shall be paid to the County (using a form of payment authorized by the Revenue Director) when the completed and sworn application for Business License and notarized affidavit is submitted to the Revenue Director. Upon receipt of the said application, payment and affidavit, the Revenue Director shall issue a Business License to the Licensable Entity, and if applicable a Business License for each of its Licensable Business Locations, but the issuance and granting thereof is expressly conditional upon the truth and accuracy of such sworn statement, and the same shall be revocable by the Revenue Director as inadvertently and mistakenly granted and issued whenever it shall be made satisfactorily evident to the Revenue Director that the said sworn notarized affidavit is false or incorrect or that the holder of such Business Licenses has not paid the correct amount of License Tax.

(d) Regardless of the amount of License Tax that may be computed for any Fiscal Year or part thereof based on the Gross Receipts of a Licensable Entity, a minimum License Tax of \$25.00 is hereby imposed on each Licensable Entity for each Fiscal Year, and such minimum License Tax shall be paid only once even if the Licensable Entity has more than one Licensable Business Location. This minimum License Tax shall be applicable even if the computation of the License Tax made pursuant to other provisions of this Section 3 should result in a License Tax less than \$25.00.

(e) For every Licensable Entity, the License Tax shall be levied at the rate of and computed as one-fortieth of one percent (0.025% or .00025) of the Licensable Entity's License Measure, subject, however, to the limitation that the License Tax payable by any one Licensable Entity shall not exceed the sum of \$15,000.00, regardless of the number of Licensable Business Locations of such Licensable Entity.

(f) Each Licensable Entity's License Measure applicable for the computation of License Tax for each Fiscal Year shall include, subject to the provisions of subparagraph (n) of this Section, the entirety of the Licensable Entity's Gross Receipts from all of its Licensable Business Locations operating in the County for its applicable Tax Computation Period and all of its lines of business, provided however, that when a Licensable Entity is engaged in more than one line of business for one or more of which a State business license tax is required to be paid pursuant to the provisions of any of Sections 40-16-4, 40-21-50, 40-21-52, 40-21-53, 40-21-56 or 40-21-60 of the Code of Alabama 1975, as amended, but for one or more of which no State business license tax is required to be paid pursuant to the provisions of any of Sections 40-16-4, 40-21-50, 40-21-52, 40-21-53, 40-21-56 or 40-21-60 of the Code of Alabama 1975, as amended, the License Measure shall include only that portion of the Licensable Entity's Gross Receipts respecting which such Licensable Entity is not required to pay any such State business license tax.

(g) In no event shall the same revenues constituting Gross Receipts for the purpose hereof for the same Tax Computation Period be utilized as part of the License Measure referable to the Business Licenses of two or more Licensable Entities, whether derived from separate lines of business or otherwise. Unless a Licensable Entity timely requests and receives from the Revenue Director an appropriate reduction in its License Measure to eliminate any such duplication, the Revenue Director shall have no responsibility to make any inquiry into whether any reduction in Gross Receipts for any such duplication shall be applicable, nor shall the County have any liability to refund any amount of License Tax collected in respect thereof.

(h) A Licensable Entity that, by reason of the date of its legal creation or its commencement of business after October 1, 2011, has no 12-month Tax Computation Period ended before the commencement of a Fiscal Year, shall be required to obtain a Business License or Licenses for that portion of such Fiscal Year (which may be the entire Fiscal Year) remaining after the date of its creation or commencement of business, whichever first occurs, for which it shall pay a License Tax determined in accordance with this subsection (h). Each such Licensable Entity shall, upon its commencement of business, submit an application for Business License to the Revenue Director in such form and accompanied by such financial information and pro-forma projections of anticipated Gross Receipts as shall be prescribed by the Revenue Director. Such application and its accompanying financial information and pro-forma projections shall be supported by a sworn affidavit of the authorized officer or proprietor of the Licensable Entity that such application, information and projections have been prepared in good faith and to the best knowledge of the affiant fairly represent the anticipated Business Activity and Gross Receipts of the Licensable Entity for the then current Fiscal Year. The License Tax shall be computed as one-fortieth of one percent (i.e., 0.025% or .00025) of the License Measure projected to be received by the Licensable Entity during the part of the current Fiscal Year (which may be the entire Fiscal Year) remaining after its commencement of Business Activity in the County, but in no event shall the tax payable by such Licensable Entity in connection with the issuance of Business Licenses for all its Licensable Business Locations be less than \$25 or more than \$15,000 for said portion of such Fiscal Year. For subsequent Fiscal Years the License Tax for such Licensable Entity shall be determined in accordance with the ordinary procedures prescribed by this Ordinance.

(i) If a Licensable Entity becomes subject to the License Tax as the result of acquiring or merging with a Business Entity conducting Business Activity in the County that has already paid the License Tax for the then current Fiscal Year, no additional License Tax for such Fiscal Year shall be required of such acquiring or merged entity, and it shall succeed, for that Fiscal Year, to the Business License or Licenses of the entity that was acquired or merged with all rights appurtenant thereto, provided that such succeeding Business Entity shall

notify the Revenue Director of such acquisition or merger within 45 days of the effective date thereof.

(j) The failure of any Licensable Entity to pay when due a License Tax or any fees or charges due hereunder to which it is subject shall accrue a liability for the same, and such entity may not conduct business in the County, at or through any of its Licensable Business Locations or otherwise, until the tax and all applicable penalties, charges and interest accrued thereon shall have been paid. However, while the failure of any Licensable Entity to pay a License Tax and such fees, charges and interest for which it is liable shall not subject the Licensable Entity to any criminal penalties, the Licensable Entity shall nevertheless be subject to judicial process instituted by the Revenue Director, as otherwise provided by law and by this Ordinance, to determine the correct amount of the License Tax and to collect the same.

(k) No refund of any License Tax paid or any portion thereof shall be made to any Licensable Entity that is legally dissolved before the end of the Fiscal Year for which such License Tax was paid or that, although not legally dissolved, ceases to engage in any Business Activity in the County before the end of such Fiscal Year.

(l) Any Business Entity that converts itself to another form of business organization and any Sole Proprietorship converted to a Business Entity after the payment of the License Tax for any Fiscal Year (in each case the new business organization being the successor to the predecessor Business Entity or Sole Proprietorship, as the case may be) may operate on the basis of such predecessor's previously paid License Tax and its previously-issued Business License or Licenses until the end of such Fiscal Year upon payment of a transfer fee of twenty-five dollars (\$25.00), but without payment of additional License Tax, provided that an authorized officer of the successor business organization, within 45 days of the effective date of such conversion submits to the Revenue Director an affidavit stating that, for all purposes of this Ordinance, the successor expects to conduct a business of the same nature and magnitude as the predecessor Business Entity or Sole Proprietorship, as the case may be.

(m) The following entities shall not constitute Licensable Entities and shall not be subject to any License Tax levied under this Ordinance (except under certain conditions as hereinafter provided):

- (1) a Governmental Entity;
- (2) Individuals;
- (3) any Business Entity or Sole Proprietorship the activities of which are not for profit, but only to the extent the business, vocation, occupation, work, calling or profession of such Business Entity or Sole Proprietorship are carried on otherwise than for profit;
- (4) any financial institution subject to the tax levied by Section 40-16-4 of the Code of Alabama 1975; and
- (5) any insurer or insurance company that is exempt from license or privilege taxation by the County pursuant to Section 27-4A-5 of the Code of Alabama 1975.

(n) A Licensable Entity that is also required to purchase a license from the State of Alabama under the provisions of Title 40, Chapter 12, Article 2, Code of Alabama 1975, as amended, may in the determination of its License Tax due for each Fiscal Year, or other applicable period, at its option either (1) deduct from its License Measure otherwise applicable one-half ($\frac{1}{2}$) of the amount of such receipts derived from the sale of merchandise or services covered by said State license by such person from Business Activity conducted in the County, or (2) deduct from the amount of the Entity Business License Tax due one-half ($\frac{1}{2}$) of the amount paid by such person for the State business license for the preceding license year, excluding fees, interest and penalties, issued under the provisions of Title 40, Chapter 12, Article 2, Code of Alabama 1975, as amended.

(o) A Licensable Entity may, in the determination of its License Tax due for each Fiscal year or other applicable period during which it shall be subject to the License Tax hereunder, deduct from its License Measure any interest, dividends and other passive income (with the exception of rental income) otherwise includable in its License Measure.

Section 4. Automatic Penalty for Delinquent License Tax.

The failure of any Licensable Entity to pay any License Tax until after the same shall have become delinquent, in accordance with any provision of this Ordinance, shall subject such Licensable Entity to an automatic penalty of fifteen percent (15%) of the amount of the delinquent tax; provided that the Revenue Director may waive said penalty for good cause shown.

Section 5. Business License Issuance Fee.

In addition to such License Tax as shall be due at the time of issuance of any Business License hereunder, the Revenue Director is hereby authorized to charge each Licensable Entity, in connection with the issuance of each Business License for each of the Licensable Entity's Licensable Business Locations hereunder, an issuance fee in the amount of \$25.00 for each Business License issued to cover a portion of the postage, handling and administrative costs incurred in connection therewith. Said issuance fee shall also be authorized to be charged in connection with any change in the location of a Licensable Business Location as well as a Licensable Entity's commencement of Business Activity at any new Licensable Business Location during any Fiscal Year. No separate issuance fee and Business License shall be required in connection with the Licensable Business Locations of a Licensable Entity otherwise issued a Business License hereunder to the extent said locations constitute delivery or service vehicles (except in the case of taxicabs and street vendors) unless the Revenue Director shall reasonably determine that the issuance thereof is necessary to the effective enforcement of the provisions of this Ordinance.

Section 6. Powers of Revenue Director Respecting the Levy, Collection and Enforcement of License Tax.

(a) The Revenue Director shall have power to implement the licensing and taxing authority conferred by this Ordinance and may adopt and enforce rules and regulations (i) for the enforcement of this Ordinance and the levy and collection of the License Tax, (ii) regarding the failure of a Licensable Entity to obtain a Business License and to pay License Tax in accordance herewith and other applicable law and rules and regulations and (iii) which provide reasonable penalties for intentional violations of the law and rules and regulations governing Business Licenses issued and License Taxes imposed pursuant to this Ordinance.

(b) The Revenue Director and/or the County may enforce the issuance of Business Licenses and the collection of a License Tax by pursuing one or more of the following remedies: (i) prosecuting an action for the collection of such License Tax in any court of competent jurisdiction; and/or (ii) obtaining an injunction from a court of competent jurisdiction against the continued failure of a Licensable Entity, or any representative thereof exercising executive authority over such entity, to obtain Business Licenses for each of its Licensable Business Locations to the extent herein required or pay the License Tax due hereunder.

(c) If the Revenue Director or the County is successful in any action brought in any court to enforce the payment of any License Tax, the County and/or Revenue Director shall be entitled to recover all expenses incurred in prosecuting such action, including the cost of attorneys, whether such attorneys are regular employees of the County or independent attorneys engaged specifically for such action.

(d) The Revenue Director shall be responsible for administering the issuance of all Business Licenses issued under this Ordinance and the collection of the License Taxes levied and all additional fees and charges imposed hereby in connection therewith. The proceeds of all License Taxes and such fees and charges shall, within twenty days after the end of each month during which the same shall be collected by the Revenue Director, be remitted to the County Treasurer for deposit into the County's General Fund and thereafter disbursed in accordance with appropriations made by the Commission for the lawful purposes and objects of expenditure for which such fund has been established.

Section 7. Lien for the Enforcement of License Tax.

Any person liable for any License Tax hereunder who neglects or refuses to pay the same, the amount thereof, including interest and penalty, together with any cost which may accrue in addition thereto, shall be subject to a lien in favor of the County upon all property and rights to property, real or personal, belonging to such person. Such lien shall not be valid against any mortgagee, purchaser in the usual course of trade or conventional judgment creditor with an actual money judgment or a decree of some court of law or equity who has an interest first in time. Once a notice of lien has been filed by the Revenue Director in the Office of the Judge of Probate of any county where such property is located, such lien shall be superior to any subsequent mortgagee, purchaser in the usual course of trade or conventional judgment creditor.

Section 8. Authority of Revenue Director for the Administration of License Tax.

(a) The Revenue Director shall have responsibility for the administration of the License Tax and of the provisions of this Ordinance, and may prescribe, adopt, promulgate and enforce, rules and regulations pertaining to such administration, including, without limitation, rules and regulations clarifying, construing and supplementing the provisions of this Ordinance in a manner not inconsistent with any of its provisions, and also providing for the examination, adjustment and other appropriate action regarding all returns and filings with respect to the License Tax.

(b) The Revenue Director shall have the responsibility to prepare suitable returns and forms for the proper administration and collection of the License Tax, including forms for the application of a license by a Licensable Entity, for refunds claims for the erroneous overpayment of the License Tax, and for any other return or filing the Revenue Director deems necessary or appropriate for the proper administration and collection of the License Tax.

Section 9. Examination Procedures.

(a) The Revenue Director or his duly authorized agents, during normal business hours, shall have the right to inspect all or any portions of the place or places of business of any Licensable Entity and to examine the relevant books and records, which may include the relevant Alabama or federal income tax returns, of any Licensable Entity that may be liable for License Tax pursuant to this Ordinance and to conduct such audits and investigations as may be necessary to determine the accuracy of any application, return or other document submitted by or on behalf of an entity liable for taxes hereunder, or if no application, return or other document has been submitted, to ascertain the amount of any License Tax, fees, charges and other amounts owed by any such person under this Ordinance for any Tax Computation Period. Every Licensable Entity may be required to provide, upon demand of the Revenue Director or his duly authorized agents, during normal business hours, the means, facilities and opportunity, including reasonable cooperation, to conduct such examinations and investigations as shall be lawful and necessary to determine its liability, if any, for the License Tax and other amounts due under the provisions of this Ordinance. The Revenue Director and his duly authorized agents, during normal business hours, shall have the right to examine under oath any person concerning any application, return or other document filed with the Revenue Director, and otherwise with respect to the liability of any Business Entity or Sole Proprietorship for License Tax or other amounts due under this Ordinance; and further, the Revenue Director and his duly authorized agents, during normal business hours, shall have the right to compel the production of books and records and the attendance of all persons, whether as parties or witnesses, whom they reasonably believe to have knowledge relevant to

any such examination or investigation through any and all appropriate judicial proceedings. If a Licensable Entity fails to provide the amount of its Gross Receipts or other information requested by the Revenue Director or its duly authorized agents needed in the judgment of the Revenue Director to compute the Licensable Entity's License Tax and fees as required by this Ordinance, the Revenue Director may estimate the License Tax due (as well as any fees, penalties or other charges due hereunder) based on the most accurate and reasonably obtainable information available to the County, and only upon payment of such License Tax and fees, penalties and charges as so determined shall the Revenue Director issue a Business License or Licenses to such Licensable Entity.

(b) It shall be unlawful for any person to give, submit, exhibit or present to the Revenue Director, or his duly authorized agents responsible for the administration of this Ordinance, any false, deceptive or misleading statement, affidavit, certificate, book or record entry, or other document relating to any information required by this Ordinance to allow the Revenue Director to determine the amount of any License Tax, fees or other charges due.

Section 10. Penalties and Interest With Respect to Overdue Taxes.

(a) The Revenue Director shall charge simple interest at the rate of 12% per annum (1% per month) on the amount of any License Tax not paid when due and shall be authorized to collect the same from any delinquent Licensable Entity.

(b) The Revenue Director may assess, in addition to the automatic penalty provided for in Section 4 hereof, penalties on any Licensable Entity in an amount not exceeding five percent (5%) of the amount of any delinquent License Tax owed by such entity for each month that such delinquent tax shall remain unpaid, and shall be authorized to collect the same from any delinquent Licensable Entity. Any provision of this section to the contrary notwithstanding, no penalty described in this subsection (b) shall be assessed which, in cumulative amount, exceeds twenty-five percent (25%) of the amount of the delinquent License Tax.

Section 11. Taxpayer Information To Be Kept Confidential.

Any information gained by the County or any past or present official or employee thereof as a result of any returns, investigations, hearings, or verifications required or authorized by this Ordinance, including information derived from a federal or state income tax return, shall be kept confidential and shall not be disclosed to any persons other than the Revenue Director and his authorized employees except for official purposes and except in accordance with proper judicial order or as otherwise provided by law.

Section 12. Power to Change License.

Nothing herein shall abridge the right and power of the Revenue Director to revise the amount of License Tax payable, retroactive to the October 1 for any Fiscal Year in respect of which the applicable statute of limitations for collection of License Tax has not then run, regarding any Business License previously issued, or the right and power of the Revenue Director to revoke any Business License at any time, based upon the application of the provisions hereof and of the Enabling Act or a Licensable Entity's failure to comply with the provisions hereof and of the Enabling Act. When any increase in License Tax payable is so determined, unless the same is paid in thirty days, the Licensable Entity's Business License or Licenses shall be revoked and no further business may be carried on thereunder.

Section 13. Employer/Employee Relationships.

Whenever any Natural Person that the Revenue Director determines to be engaging in Business Activity claims exemption from License Tax as provided for in this Ordinance because such person is an employee and not the owner of a Sole Proprietorship, such person shall not be considered exempt from payment of License Tax as an Individual as and to the extent provided for in this Ordinance, unless and until both said person and his employer have furnished to the Revenue Director, upon request, sworn affidavits or other evidence satisfactory to the Revenue Director, setting out all the facts and conditions as shall, to the satisfaction of the Revenue Director, substantiate the employment claim.

Section 14. Person Selling Out or Quitting Business to File Return; Part of Purchase Money to be Withheld.

Any Business Entity or Sole Proprietorship subject to the provisions hereof that shall sell out its business or stock of goods, or shall quit business, shall notify the Revenue Director within thirty (30) days, by letter or final return, that the business has ceased operation and attach thereto a copy of the sales contract or bill of sale, if the business was sold or transferred, detailing the purchase or transfer of ownership, and his successor in business shall be required to withhold sufficient of the purchase money to cover such amount of License Tax as shall be due and unpaid until such time as the former owner shall produce a receipt from the Department showing that the License Tax has been paid, or a certificate that no taxes are due. If the purchaser of a business or stock of goods shall fail to withhold purchase money as above-provided, the License Tax shall be due and unpaid after the 30-day period allowed, he shall be personally liable for the payment of the License Tax accrued and unpaid on account of the operation of the business by the former owner. If, in such cases, the Department deems it necessary in order to collect the taxes due the County, it may make a jeopardy assessment as provided in Title 40 Chapter 29 of the Code of Alabama 1975, as amended.

Section 15. False Oath to Procure Business License.

It shall be unlawful for any person to give, submit, exhibit or present to the County, the Revenue Director or his authorized agent, examiner, auditor or representative, any false deceptive or misleading statement, affidavit, certificate, book or record entry, or other document relating to a Licensable Entity's Gross Receipts utilized to determine the amount of License Tax due.

Section 16. Revocation.

(a) Any Business License issued hereunder to any Licensable Entity shall be subject to revocation by the Revenue Director for the violation of any provision of this Ordinance, or of any other ordinance of the County, or any statute of the State of Alabama, relating to the business for which such Business License is issued; and shall also be subject to revocation by the Revenue Director if, in connection with the issuance or renewal of any Business License, the Licensable Entity or an agent thereof filed in connection therewith any application, affidavit, statement, or other document containing any untrue or misleading statement or omission of a material fact.

(b) The conditions hereinabove set forth as grounds for the revocation of a Business License shall constitute grounds for the Revenue Director refusing to renew a Business License.

Section 17. Appeal Procedure.

In respect of any decision made by the Revenue Director hereunder in regard to the amount of License Tax due from any Licensable Entity, the issuance, modification, revocation or denial of a Business License pursuant to this Ordinance any Business Entity, Sole Proprietorship or Individual disagreeing with such decision may request a hearing before the Revenue Director or his delegate. The Revenue Director or his delegate shall set a time for hearing on the matter and a notice of such hearing shall be given to the aggrieved person at least 30 days before the day set for such hearing. At the hearing, the Revenue Director shall hear all evidence that may be offered bearing upon the question to be considered. Such decision may be appealed in the manner provided for by law in respect of the determination of County taxes generally, other than ad valorem taxes.

Section 18. Business License to be Exhibited; Penalty for Failure to Comply.

Each Business License shall be posted in a conspicuous place at, in or on each Licensable Business Location where Business Activity of a Licensable Entity is carried on, as and to the extent herein required, and the Licensable Entity holding such Business License or his agent shall immediately show such Business License to the Revenue Director, a designated employee of the County Department of Revenue, or any law enforcement officer of the County upon being requested to do so. If a Licensable Entity fails to produce a required Business License to the Revenue Director, a designated employee of the Department of Revenue, or any law enforcement officer of the County upon demand, a citation fee of \$25.00 may be entered and served.

Section 19. Severability.

In the event that any section or provision of this Ordinance shall be held invalid or unenforceable, such holding shall not invalidate or adversely affect the remainder of this Ordinance, it being hereby declared that should any such section or provision be held invalid or unenforceable, the Commission would have adopted this Ordinance without such invalid or unenforceable section or provision.

Section 20. Effective Date.

This Ordinance shall be effective as of October 1, 2011, and shall authorize the levy and collection of License Taxes on and after that date.

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

Sep-27-2011-741

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following banks are hereby appointed as designated depositories for the Department of Revenue in accordance with provisions of Section 11-1-7 Code of Alabama 1975 for Fiscal Year 2011 -

- | | | |
|-------|--------------|--------------------|
| 2012. | BBVA Compass | First Federal Bank |
| | BB& T Bank | Regions Bank |
| | Bryant Bank | |

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

Sep-27-2011-742

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Dynamix Group, Inc. to provide hardware and software maintenance for datacenter backup environment for the period September 7, 2011 - September 6, 2012 in the amount of \$31,038.

CONTRACT NO.: 00003005

Contract Amendment No. 1

This Amendment to Contract entered into the 15th day of August, 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Dynamix Group Inc., hereinafter referred to as the "Contractor" to provide Maintenance and Support for IBM DS3512 System Storage for Data Center Backup and recovery.

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 results from Jefferson County's request for Bid No. 156-10. The Contract between the parties referenced above, which was approved by the Commission on August 17, 2010 and recorded in Minute Book 160, Page 321 is hereby amended as follows:

Item 1. Amend Term of Contract: September 7, 2011 - September 6, 2012

The terms and conditions of Dynamix Group Quote No. 20110715.0940 Rev 01, dated 7/15/2011 is incorporated herein by reference and attached hereto (on file in the Minute Clerk's office).

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

CONTRACTOR

David A. DeLong, CFO

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

Sep-27-2011-743

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

ADS ENVIRONMENTAL SERVICES

NEW FIELDS

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

W. D. Carrington, President

Jefferson County Commission

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

Sep-27-2011-744

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the Town of County Line for sharing of GIS data and associated technology.

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

Sep-27-2011-745

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama.

Agreement with Drive Square, Inc. to provide the Drive Square Driving Simulation System and to provide maintenance, support and product upgrades for a one-year period (July 1, 2011 - June 30, 2012) in the amount of \$22,720.

CONTRACT NO 2728

HARDWARE & SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT entered into this 9th day June 2011 by and between Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama, hereinafter called "the Sheriff", and Drive Square Inc. called "the Contractor". The effective date of this agreement shall be July 1, 2011.

WHEREAS, the Sheriff desires to contract for software support for the Jefferson County Sheriff's Office, hereinafter called the "the JCSO"; and

WHEREAS, the Contractor desires to furnish said hardware and software support to the County.

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

1. **ENGAGEMENT OF CONTRACTOR:** The Sheriff hereto agrees to engage the Contractor and the Sheriff hereby agrees to purchase the hardware and software support hereinafter set forth.
2. **SCOPE OF SERVICES:** SCOPE OF SERVICES: This contract results from Jefferson County's Request for Bid No. 63-11. The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from Drive Square Inc constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods and Services are as follows:

PRODUCT DESCRIPTION	QTY	AMOUNT
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Drive Square Simulation System Drive Square Model I# DS-555, to include the following:

2 turntable ramps, all sensors and portable computer; Standard set of 30 driving scenarios, including city, highway and rural driving in various road conditions; autonomous vehicles and traffic control devices. Impaired Driving Demonstrator Module (IDD). Onsite installation and training- 1 technician, 1 day. 1st year technical support; Software and Hardware

Updates/Upgrades. To provide maintenance, support and product upgrades for 1 year period.	1 EACH	\$22,720.00
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3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to the JCSO at any time after- the effective date of this Contract. The Contract term expires on June 30, 2012 with the option to renew for a period of up to two (2) additional one (1) year terms.
4. **COMPENSATION:** The Contractor shall be compensated for the annual software and support a sum of \$22,720.00 payment terms are Net 30.
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. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
7. **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.

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.

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

10. 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 JCSO. Should JCSO 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 in part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

12. INSURANCE: Contractor will maintain such insurance as will protect him and the Sheriff 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.

13. 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.

14. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the JCSO 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.

15. LIABILITY: The Contractor shall not, without prior written permission of the JCSO specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the JCSO. The Contractor will indemnify and hold harmless the JCSO, 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.

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

17. 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

SHERIFF DEPARTMENT

Mike Hale, Sheriff

Jefferson County Commission

CONTRACTOR

Konstantin Sizov

Drive Square Inc. Representative

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

Sep-27-2011-746

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

- (a) Tuskegee University/School of Nursing & Allied Health - undergraduate nursing students
- (b) Miles College/Dept. of Social Work - undergraduate Social Work students
- (c) UAB/Nutrition Sciences Program - Dietician students
- (d) UAB/School of Health Professionals - graduate Surgical Physician Assistant Program students

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

Sep-27-2011-747

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Hospice Complete to provide respite care and pain management and/or pain alleviation for persons having terminal illness. This is a revenue generating agreement.

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

Sep-27-2011-748

BE IT RESOLVED BY THE JEFFERSON COUNTY that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Callahan Eye Foundation to increase contract amount from \$76,565 to \$90,000 to provide surgical eye services at Cooper Green Mercy Hospital.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and CALLAHAN EYE FOUNDATION HOSPITAL hereinafter referred to as the "Contractor," is hereby effective on October 1, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties was approved by the Jefferson County Commission on the 14th of December, 2010, in the Minute

Book 161; Page(s) 55 is hereby amended as follows.

Amend the dollar amount from seventy six thousand five hundred sixty five dollars (\$76,565.00) to ninety thousand dollars (\$90,000.00)

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

Jefferson County Commission	Cooper Green Mercy Hospital
W. D. Carrington, President	Sandral Hullett, MD
County Commissioner	CEO/Medical Director
Callahan Eye Foundation Hospital	
Libby Bailey, Chief Financial Officer	

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

Sep-27-2011-749

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, for Cooper Green Mercy Hospital and Data Innovations, LLC to provide Lab Instrument manager solution to interface with a Medsphere open vista clinical system in the amount of \$61,285.60.

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

Sep-27-2011-750

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Jefferson County Board of Health for lease of space for pharmacies at the following locations: (a) Arlington Avenue (b) 6th Avenue South (c) Tuscaloosa Avenue, SW (d) West Boulevard (e) Avenue E-Ensley in the amount of \$49,152.

JCDH Contract #: CS-89

LEASE-AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made effective as of the 1st day of October, 2011 between Jefferson County Board of Health, a county board of health constituted under the laws of the State of Alabama (hereinafter called "Landlord"), Jefferson County, Alabama, doing business as Cooper Green Hospital (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, the parties hereto agree that this Agreement sets forth all agreements, covenants, and conditions express or implied between the parties, and supersedes any prior oral or written agreements between the parties with respect to the premises hereinafter described; and

WHEREAS, the Landlord owns certain real estate and improvements described below, and whereas the Landlord and the Tenant desire to enter into this Agreement for the lease of said real estate and improvements.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants, agreements, obligations and conditions contained herein, the parties hereto agree as follows:

1. PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain identified office space within Landlord-owned properties located at the following addresses:

2201 Arlington Avenue, Bessemer, Alabama	375 ft ²
1400 6 th Avenue South, Birmingham, Alabama	626 ft ²
1308 Tuscaloosa Avenue S.W., Birmingham, Alabama	616 ft ²
601 West Blvd, .Birmingham, Alabama	912 ft ²
1700 Avenue E Ensley, Birmingham, Alabama	509 ft ²

2. TERMS OF AGREEMENT: The term of this Agreement shall begin on October 1, 2011 and shall continue until Sept 30, 2014. Agreement may renew annually at the Tenant's option in writing for an additional two such fiscal years in 2015 and ending September 30,

2016. Tenant shall give Landlord 120 days written notice of its option to renew for the additional terms.

3. RENT: Tenant agrees to pay rent monthly based on the following schedule:

2201 Arlington Avenue, Bessemer, Alabama	\$14.76/sq. ft. = \$461
1400 6 th Avenue South, Birmingham, Alabama.	\$21.58/sq. ft. = \$1,124
1308 Tuscaloosa Avenue S.W., Birmingham, Alabama.	\$15.90/sq. ft. = \$816
601 West Blvd, .Birmingham, Alabama .	\$14.06/sq. ft. = \$1,069
1700 Avenue E Ensley, Birmingham, Alabama .	\$14.76/sq. ft. = \$626

The Rent shall be paid in advance on the first day of each calendar month during the term of this lease.

4. LANDLORD'S TITLE:

Landlord covenants that Landlord has fee simple title to the entire Premises and full right and authority to make this Agreement. Landlord covenants that so long as Tenant is not in default hereunder, Tenant shall have quiet and peaceful possession and enjoyment of Premises, and of all rights and appurtenances thereunto, belonging.

5. OPTION FOR ASSIGNMENT AND SUBLETTING: Tenant may not assign this Agreement and Tenant may not sublet the Premises or any part thereof without the prior written consent of the Landlord. Landlord shall be under no obligation or standard of reasonableness to approve any tendered assignee or subtenant. Notwithstanding any such subletting or assignment, Tenant shall remain primarily liable for the performance of all the terms and conditions of this Agreement.

6. LANDLORD RESPONSIBILITIES

A. Physical access to leased premises will be provided to Tenant's employees and patients for the provision of pharmacy services by Tenant.

B. Premises for Tenant's patients and employees will include commonly shared areas and waiting room space.

C. All water, electricity, gas, local telephone use and other utilities will be paid by Landlord and included in the basic rental rate.

D. Tenant signage, both internal and external, will be allowed at all locations, subject to Landlord's prior approval.

E. Landlord will keep all air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines and other plumbing on said premises in good order and repair.

F. Lease includes shelving for medication storage and office furniture.

G. Landlord shall not be liable for any damages caused by, or arising from, any breakage, leakage, or defective conditions of air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing.

H. Landlord shall not be liable for any injury or damage caused by or arising from, any defect in said building, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or arising from fire, rain, wind, leaks, seepage or other cause.

7. TENANT RESPONSIBILITIES

A. All Tenant personnel will be responsible for obtaining and wearing JCDH identification badges while on the leased premises.

B. Tenant, at its sole cost and expense, shall keep and maintain the leased space in good condition and repair.

C. Tenant shall not make or permit to be made any alterations, improvements or changes in the premises without the written consent of the Landlord before work is contracted or let. The consent to a particular alteration, addition, improvement or change shall not be deemed consent to, or a waiver of a restriction against alterations, additions, improvements or changes for the future.

D. All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Landlord, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Tenant and may be removed by the Tenant two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants within contract have been complied with by Tenant and provided said Tenant restores the building and premises to its original condition, normal wear and tear excepted.

E. All improvements placed in the Premises by Tenant must be permitted through the inspection department of the municipality in which the Premises are located or Jefferson County or City of Birmingham Inspection Services, and all electrical, plumbing, and HVAC must be done with licensed subcontractors in full compliance with all applicable building codes.

F. Tenant assumes full responsibility for any loss due to equipment failure or theft.

8. PERSONAL PROPERTY: All property belonging to Tenant, its agents, invitees, customers or property otherwise within the control of Tenant or any occupant of the Premises shall be subject to the control of Tenant and shall be at the risk of Tenant.

9. COVENANT OF QUIET ENJOYMENT: Landlord covenants that if Tenant shall pay the rent and otherwise perform its obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term of this Agreement. Landlord further covenants that it shall and will protect and defend Tenant against any interference with Tenant's proper use and enjoyment of the Premises during the Agreement Term.

10. ASSUMPTION OF RISK, HOLD HARMLESS INDEMNIFICATION: Each Party acknowledges that the Other Party, and their

agents, and employees are not agents or employees of the Other Party for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from the Other Party. Each Party and their agents and employees shall not represent themselves or itself to any third party as an agent or employee of the Other Party. Each Party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, , officers or agents.

11. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Other Party, Either Party may without cause and without prejudice to any other right or remedy to the Other Party, elect to terminate the Agreement.

12. HAZARDOUS WASTE: Tenant shall be responsible for any claims, demands, judgments, penalties, liabilities, costs and expenses relating to any hazardous or infectious substance discharged on the Premises by Tenant or Tenant's employees.

13. NON-WAIVER: The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

14. USE: Tenant shall use the Premises for pharmacy operations only.

15. CONFIDENTIALITY OF INFORMATION;

A. The Contractor shall treat all information obtained by or through its performance under this Agreement as confidential information to the extent confidential treatment is provided under State and Federal laws. Such information so obtained shall not be used in any manner except as necessary for the proper discharge of its obligations and rights under this Agreement. All information as to personal facts and circumstances concerning patients shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the express written consent of the Board or the patient, or as required by courts of competent jurisdiction. It is expressly understood that substantial evidence of Contractor's refusal to comply with this provision shall constitute a breach of this Agreement.

B. Privacy: Contractor shall treat all information obtained by or through its performance under this Agreement as confidential information to the extent confidential treatment is required by State and Federal laws, including the Social Security Act and Standards for Privacy of Individually Identifiable Health Information issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) as amended from time to time, or such other standards as may become law. Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this Agreement. Contractor agrees to execute any documents or ancillary agreements that Board determines necessary for Board to be in compliance with HIPAA.

C. Security and Release of Information: Contractor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in its performance under this Agreement, and shall require the same from all Vendor employees so involved. Contractor shall conform to the requirements of Federal and State regulations regarding security standards proposed under HIPPA as amended from time to time.

16. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between Landlord and Tenant pertaining to the subject matter of this Agreement and there are no oral representations, stipulations, warranties or understanding relating thereto which are not fully set forth herein. No amendment, addition to or alteration, modification or waiver of any provisions of this Agreement shall be of force or effect unless in writing and signed by Tenant and Landlord.

17. MISCELLANEOUS: For purposes of this Agreement, any reference which uses the singular shall include the plural and any reference which includes a masculine gender shall include all other genders. The covenants and obligations set forth in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall constitute an Alabama contract and be construed according to the laws of the State of Alabama.

18. Governing Law: The parties agree the 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.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by and through their authorized representatives who have hereunto set their hands and seals.

TENANT:

JEFFERSON COUNTY, ALABAMA
D/B/A Cooper Green Hospital
Sandra Hullett, MD - CEO/Medical Director

Attest:

W. D. Carrington - Jefferson County Commission, President

LANDLORD:

JEFFERSON COUNTY BOARD OF HEALTH
Michael E. Fleenor, M.D.

Attest Health Officer

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

Sep-27-2011-751

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment 1 to the agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Bard Peripheral Vascular to add additional items to current contract Consignment Supply List.

CONTRACT NO. 00002848

ENDOVASCULAR SUPPLIES

AMENDMENT 1: TO CONSIGNMENT ITEMS

This is an Amendment to the Consignment Supply List between Jefferson County Alabama d/b/a Cooper Green Mercy Hospital (hereinafter referred to as the "Client"), and Bard Peripheral Vascular, (hereinafter referred to as "the Contractor"). The effective date of this amendment shall be September 13, 2011.

WITNESSETH:

WHEREAS, the Client desires to amend the Consignment Supply List; and

WHEREAS, the Contractor wishes to amend the Consignment Supply List.

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

This contract results from Jefferson County's Request for Bid No. 19-11 (Contract 00002008). The Contract between the parties referenced above, which was approved by the Commission on March 22, 2011 and recorded in Minute Book 164, Page 385-388 is hereby amended as follows:

The Consignment Supply List is amended to add the items as follows (Cont'd):

<u>Item No.</u>	<u>DESCRIPTION - PTFE GRAFTS</u>	<u>PAR LEVELS</u>	<u>PRICE</u>
T454-7C	IMPRA Carboflo Grafts, 4 - 7 mm x 45 cm	2	\$ 613.04
T454-6C	IMPRA Carboflo Grafts, 4 - 6 mm x 45 cm	2	\$ 613.04
DFX9006SC	Distaflo® mini cuff, 6 mm x 90cm distal bypass aft	2	\$ 2,750.00
CF5006C	Carboflo® 6 mm x 50 cm centraflex carbon coated graft	4	\$ 775.34
50S06C	IMPRA Carboflo Grafts, 6 mm X 50 cm, Straight, carbon	4	\$ 630.61
50S08C	IMPRA Carboflo Grafts, 8mm X 50 cm Graft	2	\$ 630.61
F6006C	Peripheral Vascular Grafts, 6mm x 60 cm flex carbon	2	\$ 989.34
F8006C	Peripheral Vascular Grafts 6mm x 80cm flex carbon	2	\$ 1,289.14
F8008C	8mm x 80cm flex reinforced graft	1	\$ 1,289.14
VLT2047C	Venaflo II, 4 - 7 mm x 20 cm, Stepped		\$ 759.00
VLT2547C	Venaflo II, 4 - 7 mm x 25 cm, Stepped		\$ 759.00
VLT3047C	Venaflo II, 4 - 7 mm x 30 cm, Stepped		\$ 759.00
VLT3547C	Venaflo II, 4 - 7 mm x 35 cm, Stepped		\$ 759.00
VLT4047C	Venaflo II, 4 - 7 mm x 40 cm, Stepped		\$ 759.00
VLT4547C	Venaflo II, 4 - 7 mm x 45 cm, Stepped		\$ 759.00
VL1006C	Venaflo II, AV Access Graft, 6 mm x 10 cm, Straight		\$ 512.30
VL1007C	Venaflo II, AV Access Graft, 7 mm x 10 cm, Straight		\$ 512.30

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

Agreed upon and signed this 26th day of July, 2011, at Birmingham, Alabama.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

COOPER GREEN MERCY HOSPITAL:

Sandral Hullett, CEO

CONTRACTOR:

Dana Parker/Contracts Manager

Bard Peripheral, Vascular, Inc.

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

Sep-27-2011-752

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Orders to the agreement between Jefferson County, Alabama and Brice Building Company for the Cooper Green Mercy Hospital Emergency Room Renovations project.

- (a) Change Order No. 2 - to extend contract an additional 36 days at no additional cost
- (b) Change Order No. 3 - credit of \$422 for steel allowance
- (c) Change Order No. 4 - additional \$695 from contingency allowance to fill in existing roof opening
- (d) Change Order No. 5 - additional \$1,113 from contingency allowance to add 3 pole breaker for new air handler
- (f) Change Order No. 6 - additional \$375 from contingency allowance for low voltage strapping
- (g) Change Order No. 7 - contingency allowance credit of \$20,239 to close Emergency Room project

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

Sep-27-2011-753

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION (hereinafter the "Commission") as follows:

Creation of Jefferson County Health Care Authority. The Jefferson County Commission hereby authorizes, directs and empowers Sandral M. Hullett, M.D., Chief Executive Officer of Cooper Green Mercy Hospital, for and on behalf of the Commission, to develop for submission to the Commission documents necessary to create the Jefferson County Health Care Authority (hereinafter the "Authority") as a body corporate under the provisions of the Health Care Authorities Act, Alabama Code §22-21-310, et seq. and a business plan for the operation of such Health Care Authority.

Intention of the Commission. It is the intention of the Commission by the adoption of this resolution to direct the drafting of documents necessary to create a Health Care Authority, subject to Commission approval, for the provision of medical services to indigent patients and other members of the community as is appropriate and to direct the formulation of a business plan for the operation of such Health Care Authority.

Personnel Issues: Dr. Hullett's business plan shall include provision for the transfer (if any) of existing personnel to the authority in compliance with all rules and regulations of the Jefferson County Personnel Board and civil service law.

Adopted and approved this the 27th day of September, 2011.

W. D. Carrington
President of the Jefferson County Commission

AUTHENTICATED:

Jefferson County Commission Clerk

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

Sep-27-2011-754

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that both the Birmingham Courthouse surface parking lot and County parking deck will be manned beginning Monday, October, 3, 2011.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that fees will again be charged for public parking in the surface lot and parking deck.

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

Sep-27-2011-755

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

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

Sep-27-2011-756

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

Cooperative Agreement with the Alabama Emergency Management Agency for the Emergency Management Performance Grant funding for FY2011 in the amount of \$250,584 in support of comprehensive planning processes that seek to enhance emergency management and catastrophic planning capabilities.

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

Sep-27-2011-757

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Business System & Consultants, Inc. for the purchase of Canon reader scanners and maintenance for a period of one year, expiring August 31, 2012 for Probate Court in the amount of \$36,645.88.

CONTRACT 00003001.

SCANNER AND SERVICE CONTRACT

THIS AGREEMENT entered into this 15th August 2011, by and between Jefferson County, Alabama, "the County", and BUSINESS SYSTEMS & CONSULTANTS, INC called "the Contractor". The effective date of this agreement shall be September 1, 2011.

WHEREAS, the County desires to contract for Scanners and maintenance service for the Jefferson County Commissioner, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said Scanners and maintenance service 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 purchase the Scanners and maintenance service hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Probate Court request for Scanners and maintenance service. The contract describes the scope of services called for and constitutes the entire agree between the parties. The Scope of Services is as follows:

<u>PRODUCT DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>	<u>EXTENDED</u>
CANON MS350II READER SCANNER			
Unit to include motorized call fiche carrier, remote control panel for ADA compliance, two zoom lenses (9.5-16x) and (16-32x), USB cord, framing kit, Capture Perfect software			
(1.) and one year warranty, Installation and training.	1 EA	\$11,500.00	\$11,500.00
CANON MS350II READER SCANNER			
Unit to include motorized roll fiche carrier, remote control panel for ADA compliance, two zoom lenses (9.5-16x) and (16-32x),			

	USB cord, framing kit, Capture Perfect software and one year			
(2.)	warranty, Installation and training.	1 EA	\$11,200.00	\$11,200.00
	CANON MS350II READER SCANNER			
	Unit to include motorized roll fiche carrier, remote control panel			
	for ADA compliance, two zoom lenses (9.5-16x) and (16-32x),			
	USB cord, framing kit, Capture Perfect software and one year			
(3.)	warranty, Installation and training.	1 EA	\$11,000.00	\$11,000.00
	MAINTENANCE - To include arts and labor but NOT			
(4.)	consumables such as toner, bulbs, etc)	3 EA	\$ 981.96	\$ 2,945.88
			GRAND TOTAL	\$36,645.88

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Probate Court at any time after the effective date of this Contract. The Contract term expires on August 31, 2012, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the professional service and support a sum of \$ 36,645.88; payment terms are Net 30.

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. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

7. 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. 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.

9. 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 does or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to be 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.

10. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims 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.

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: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so;

represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

13. 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. 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.

15. 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.

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

WITNESSES:

BUSINESS SYSTEMS & CONSULTANTS, INC

Bobby Lee, Account Executive

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

Sep-27-2011-758

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Behavioral Intervention, Inc. to provide electronic monitoring services for the period September 1, 2011 - August 31, 2012 in the amount of \$72,000.

CONTRACT NO. 00001021

RFP NO, 120-10

ELECTRONIC MONITORING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of September, 2011, by and between Jefferson County Alabama, hereinafter called "the County", and Behavioral Interventions, Inc. located at 6400 Lookout-Road, Boulder, CO 80301 hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2011.

WHEREAS, the County desires to contract Electronic Monitoring Services for the Jefferson County Family Court, hereinafter called "The County", 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. PURPOSE AND OBJECTIVE: To provide electronic monitoring services for Jefferson County Family Court.
3. SCOPE OF SERVICES #1: The Standard Electronic Monitoring (EM) Program of Family Court involves the home Detention of

juvenile delinquents and has a maximum capacity of 200 monitored daily. Although introduced to address The dilemma of juvenile detention overcrowding, EM has expanded to serve as a tool of probation as well. Juveniles on EM have limited opportunities to leave the house and are monitored exclusively through the use of RF ankle bracelets. Prior to placement on EM, candidates are risk-assessed to determine eligibility for the program. The Electronic Monitoring Program employs officers 24-7 to monitor each youth's daily activity. The program targets community safety concerns through zero tolerance and insures rapid response to violations.

4. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render electronic Monitoring services to the County at any time after -the effective date of this Contract. The completion date of all services under this Contract is August 3 t, 2012, however, the Contract may be extended, at the County's option, for one (I) additional one-year period.

Category 1: Radio Frequency Monitoring

Standard RF:	Daily Rate per client for the period of one year	\$2.35
Cellular RF:	Daily Rate per client for the period of one year	\$4.76
Multiple Clients RF:	Daily Rate per client for the period of one year	\$2.35

5. COMPENSATION: The Contractor shall be paid monthly after submission and approval of an itemized invoice showing date of service, name of resident, staff member, etc. and legal or consultation service provided.

6. ASSIGNMENT: No portion of the proposal or resulting project contract maybe sold, assigned, transferred or conveyed to a third party. without the express written consent of Jefferson County. Should Jefferson County authorize the Successful 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 red with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or pail, will result in termination of the contract and/or legal ramifications, due to nonperformance

7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that- this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

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.

9. INDEPENDENT CONTRACTOR; The Contractor acknowledges and understands that the performance of this contract is as an independent contracting individual and/or agency and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.1,

10. 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.

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

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

13. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor shall 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 tire performance of tire Contractor, its agents, subcontractors or employees under this Contract.

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

Client: Jefferson County Family Court
120 2nd Court N
Birmingham, AL 35234

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

15. 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.

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

17. INSURANCE: The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations tinder this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement Including a thirty (30) days) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage

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

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

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

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

19. 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 arty duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate front his Insurer showing the amounts of insurance caroled and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During

performance tire 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.

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

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

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

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

CONTRACTOR
Michael Pharris, Asst. Controller

JEFFERSON COUNTY, ALABAMA
Commissioner David Carrington, President

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

Sep-27-2011-759

WHEREAS, the Jefferson County Commission previously approved a resolution on December 14, 2010 in Minute Book 161, Page 61 authorizing an Agreement between Jefferson County, Alabama and Bridge Ministries for a Federal Emergency Shelter Grant (FESG10-05QBMS).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to modify the agreement to extend the contract period to December 30, 2011. This Agreement is from Program Year 2010 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter called "the County", and Bridge Ministries, hereinafter call "the Contractor" to provide homeless prevention services. The effective date of this agreement shall be December 14, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and
WHEREAS, the Contractor desires 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 December 14, 2010, in Minute Book 161, Page 61, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to December 30, 2011.

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

JEFFERSON COUNTY, AL.

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Lisa Isay, Executive Director

Bridge Ministries

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

Sep-27-2011-760

WHEREAS, the Jefferson County Commission previously approved a resolution on August 17, 2010 in Minute Book 160, Page 309 authorizing an Agreement between Jefferson County, Alabama and AIDS Alabama, Inc. for a State Emergency Shelter Grant (SESG10-0503T-AIDS/ESG-10-016); and

WHEREAS, the Agreement was amended previously as approved by the Jefferson County Commission on May 24, 2011, in Minute Book 161, Pages 541-542.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to February 29, 2012. This Agreement is from Program Year 2010 State funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County", and AIDS Alabama, Inc., hereinafter call "the Contractor" to provide services and shelter for the homeless population in Jefferson County. The effective date of this agreement shall be August 17, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires 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 August 17, 2010, in Minute Book 160, Page 309, said contract having been amended previously as approved by the Jefferson County Commission on May 14, 2011, in Minute Book 161, Pages 541-542; is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to February 29, 2012.

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

JEFFERSON COUNTY, AL.

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Kathie M. Hiers, CEO

AIDS Alabama, Inc.

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

Sep-27-2011-761

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc., for engineering services associated with the North Smithfield Manor Park Project (CDBG10-03F-U01-NSM). The fee for these services will be Thirty Four Thousand Eight Hundred Ninety Five and 00/100 Dollars (\$34,895.00), and will be paid for in full with federal funds. This project is from the Program Year 2010 funds.

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

Sep-27-2011-762

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Hatch Mott MacDonald for engineering services associated with the Crest Oval Mountain West Highland Water Line Project (CDBG10-03J-U02-WHL). The fee for these services will be Thirty Six Thousand One Hundred Fifty and 00/100 Dollars (\$36,150.00), and will be paid for in full with federal funds. This project is from the Program Year 2010 funds.

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

Sep-27-2011-763

Whereas, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI)

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

Sep-27-2011-764

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent

and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI) from the Community Development Block Grant Program.

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

Sep-27-2011-765

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The emergency repairs for the debris removal and sign repair/replacement on various county roads. Proj #ER-8940(). CPMS Ref #100057439; which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 27th day of September, 2011.

ATTESTED:
County Clerk

W. D. Carrington
Chairman, Jefferson County Commission

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the State), and JEFFERSON COUNTY, ALABAMA, (FEIN 63- 6001579) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the emergency repairs for the debris removal and sign repair/replacement on various county roads. Proj #ER-8940(). CPMS Ref #100057439.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County furnished or will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County did adjust and/or relocate or cause the appropriate affected utility to adjust and /or relocate all utility facilities in conflict with project construction without cost to the State or this Project.
- C. The County did or will make the survey, complete the plans and furnish all preliminary engineering for the project when needed with County forces as a part of the project cost.
- D. The County did or will furnish all construction engineering for the project with County forces. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. The State did or will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. All actual audited cost will be financed, when eligible for Federal participation, on a basis of 100 percent Federal Emergency Relief Funds for all work performed during the first 180 days from the date of the occurrence of the flood event. All work performed after this date will be funded on the basis of 80% Federal Emergency Relief Funds and 20% County funds. Any cost not eligible for Federal reimbursement will be financed 100 percent by the County.
- G. The estimated cost of construction of the project payable by the parties is the amount set forth below. This is an estimate only. The amount claimed will have to be based on actual quantities and properly supported by documentation.

Federal Emergency Relief Funds	\$ 76,312.00
County Funds	-0-
Total (Incl. E & I)	\$ 76,312.00

H. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

I. The County shall maintain complete and accurate records as to all costs incurred in connection with the performance of the work. Such records shall be made available for inspection and audit by representatives of the State or the Federal Government upon request. Any audit performed must be submitted to the Department of Examiners of Public Accounts pursuant to Act 94-414 passed during the 1994 regular

session of the Legislature.

J. The County has complied or will comply with the current regulations and requirements of the State and FHWA and the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet, as a minimum, the standards that existed at the sites) prior to the disaster.

K. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

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

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

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

N. Exhibit M is attached hereto as a part hereof.

O. Exhibit N is attached hereto as a part hereof.

P. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:

Clerk

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Chairman

Jefferson County Commission

RECOMMENDED

STATE OF ALABAMA, ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

State County Transportation Engineer

Chief Engineer/Deputy Director

D. E. Phillips, Jr., P.E.

D. W. Vaughn, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel

Transportation Director

Alabama Department of Transportation

John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE ____ DAY OF _____, 20 ____.

GOVERNOR OF ALABAMA

ROBERT BENTLEY

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 4,494' of buried cable and 1,019' of aerial cable on Johns Road from Blue Creek Road to Mud Creek Road in Bessemer.
2. AT&T to install 86' of buried cable at 2057 Corner Road in Corner.
3. Warrior River Water Authority to install 1,650' of 6" water line on Bluff Creek Road in Alliance.

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

Sep-27-2011-766

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: September 9, 2011
Purpose: Payment to Judge of Probate – Birmingham for - Cost Bill Case #211754 01
In the matter of Condemnation – Tract No. 10 Jefferson County vs. Clifford J. Balzli, Sr.
Chalkville Road and Green Drive, Site 6 Topics Phase VII – Project STPBH-9802(904)
Agent: Mike Key
Price: \$57,658.40
Pay to the order of: Judge of Probate
Mailing Address: Courthouse - Probate Court
Birmingham, AL 35203

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS # C.961.D
Functional Area – THR0
Check Delivery Code #84

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

Sep-27-2011-767

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: September 2, 2011
Purpose: Payment to Judge of Probate - Bessemer – Motion to Dismiss Case No. 44428 01 – in the matter of
CONDEMNATION Jefferson County vs. L & K Properties, LLC, et al.
Project No. STPBH-7002(600) – Tract No. 26 Morgan Road Widening
Price: \$146.00
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

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

Check Delivery Code: 84

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

Sep-27-2011-768

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: September 13, 2011
Purpose: Pay Oscar D. and Willodean Mann - Spina and Lavelle, PC for Down Payment Assistance – Replacement Housing – Tr. 29.0020 Project No. STPBH-7002(600) Morgan Road widening
Price: \$6,616.68
Pay to the order of: Oscar D. and Willodean Mann
Mailing Address: 6299 Twin Oaks Circle SE
Bessemer, AL 35022

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

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

Sep-27-2011-769

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: September 14, 2011
Purpose: Pay Oscar D. and Willodean Mann Purchase Additive – Replacement Housing Project No. STPBH-7002(600) – Tr. 29.0020 Morgan Road Improvements
Price: \$6,700.00
Pay to the order of: Oscar D. and Willodean Mann
Mailing Address: 6299 Twin Oaks Circle SE
Bessemer, AL 35022

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

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

Sep-27-2011-770

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: September 14, 2011
Purpose: Pay Oscar D. and Willodean Mann for Advance Relocation Claim of Personal Property
Project No. STPBH-7002(600) Morgan Road Improvements – Tr. 29.002O
Site Address: 6299 Twin Oaks Circle SE, Bessemer, AL 35022 Agent - Mike Key
Price: \$1,700.00
Pay to the order of: Oscar D. and Willodean Mann
Mailing Address: 6299 Twin Oaks Circle SE
Bessemer, AL 35022

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

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

Sep-27-2011-771

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: September 9, 2011
Purpose: Pay R & M Enterprises, LLC d/b/a/ Texaco Xpress Lube
Check to represent Relocation Claim for relocation of (1) on-premises sign - Tract No. 4.001O
Project No. STPBH-7002(600) - Morgan Road Improvements
Site Address: 2961 Morgan Road, Bess., AL 35022 Agent - Mike Key
Price: \$3,271.25
Pay to the order of: R & M Enterprises, LLC d/b/a/ Texaco Xpress Lube
Mailing Address: 2961 Morgan Road
Bessemer, AL 35022

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Jefferson County Department of Health Sanitary Sewer Deed of Exchange of that certain Sanitary Sewer Right-of-Way as recorded in Volume 347, Page 183 in the Probate Office of Jefferson County, Alabama, Birmingham Division for the correct right-of-way location as indicated in the said deed of exchange.

Jefferson County Dept of Health
Sanitary Sewer right-of-way exchange

Jefferson County Board of Health

Deed of Exchange

THIS INSTRUMENT PREPARED BY:
James F. Henderson, Jr.
County Property Manager
A200 Courthouse
716 Richard Arrington Jr. Blvd N.
Birmingham, AL 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of -----one and no/100's----- Dollars (\$1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, we, the undersigned, Jefferson County Board of Health, does hereby grant, bargain, sell and convey unto the said Jefferson County, Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

SANITARY SEWER RIGHT-OF-WAY LINE S-1

A right-of-way 20 feet in width for a sanitary sewer located in the SW 1/4 of the SE 1/4 of Section 23, Township 18 South, Range 4 West, Jefferson County, Alabama, said right-of-way being more particularly described as follows:

Commence at the Southwest Corner of Section 23, Township 18 South, Range 4 West and run in an Easterly direction along the South line of said section a distance of 3,331.04 feet to a point; thence 117°27'17" to the left (leaving said South line of the section) in a Northwesterly direction a distance of 442.91 feet to the Southwesterly corner of a tract of land as described in LR201008 Page 8112 as recorded in the Judge of Probate's Office, Jefferson County, Alabama (Bessemer Division), said point being an L.D. Weygand capped iron on the Northwesterly right-of-way of the Bessemer Super Highway (U.S. Highway No. 11), thence 68°17'00" to the right in a Northeasterly direction along said Northwesterly right-of-way of the Bessemer Super Highway (U.S. Highway No. 11) a distance of 311.90 feet to the POINT OF BEGINNING of a 20-foot wide sanitary sewer right-of-way herein described, said right-of-way lying 10 feet to each side of, parallel to and abutting the following described centerline; thence 88°01'37" to the left in a Northwesterly direction, (leaving the said right-of-way line of the Bessemer Super Highway) a distance of 74.13 feet to the POINT OF ENDING of this right-of-way.

For the consideration aforesaid, the undersigned Jefferson County Board of Health, does grant, bargain, sell and convey unto Jefferson County, Alabama, the right and privilege of a perpetual use of said lands for public purpose, together with all rights and privileges necessary or convenient for the full enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission of the Jefferson County Commission or its authorized agent.

The undersigned Jefferson County Board of Health, covenants with said Jefferson County, Alabama, that they are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of -----one and no 100's-----dollars (\$1.00) and the above conveyance Jefferson County, Alabama, does hereby remise, release, quit claim, and convey to the said Jefferson County Board of Health, all rights, title, interest, and claim in or to the following described real estate, to-wit:

That certain Sanitary Sewer Right-of-Way to Jefferson County, Alabama as recorded in Volume 347, Page 183, in the Office of the Judge of Probate of Jefferson County, Alabama, Birmingham Division.

Less and except any portion lying within the right-of-way of Bessemer Superhighway.

Less and except any portion lying outside that certain property described by Deed BK: LR201008 Pg: 8112 as recorded in the Office

of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

TO HAVE AND TO HOLD, to the said Jefferson County Board of Health and to the said Jefferson County, Alabama heirs, successors and assigns forever.

Given under our hand and seal this 27th day of September,2011.

JEFFERSON COUNTY BOARD OF HEALTH

Dr. Michael E. Fleenor, Health Officer

Jefferson County Board of Health

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

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

Sep-27-2011-773

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Audrey Johnson in the amount of Thirty Five Thousand and 00/100 (\$35,000.00) Dollars.

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

Sep-27-2011-774

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled Jefferson County, Alabama v. D. Bruce Irwin, Case No. CV 08-1746, in the amount of Forty Four Thousand Five Hundred Ninety and no/100 (\$44,590.00) Dollars. The Finance Director is hereby directed to issue a check payable to "Shan Paden, Attorney and D. Bruce Irwin" in the amount of \$44,590.00 and forward it to the County Attorney for disbursement.

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

Sep-27-2011-775

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement between Jefferson County, Alabama, the City of Morris and John S. Young, Jr., L.L.C., Receiver - Jefferson County, Alabama for use of County owned property in the Town of Kimberly to be used as a police and fire training facility for FY2011-2012.

LICENSE AGREEMENT

This License, entered into this 15th day of September, 2011 is made and entered into by and between the CITY OF MORRIS, hereinafter referred to as "Licensee" and; JEFFERSON COUNTY, ALABAMA, and JOHN S. YOUNG, JR., L.L.C., RECEIVER, JEFFERSON COUNTY, ALABAMA hereinafter referred to as "Licensor";

WITNESSETH:

WHEREAS, Licensee wishes to use Licensor's property located in Kimberly and unincorporated Jefferson County, and more particularly described below, for the express use as a Police and Fire Training Facility; and

WHEREAS, Licensor is willing to issue a real estate license to the Licensee upon the following terms and conditions:

- (1) Licensor, in consideration of the payment of a fee as hereinafter set fort, and in further consideration of the covenants of Licensor, as hereinafter expressed to be kept and performed, hereby grants unto Licensee the right to use the entire parcel as well as the 5 acre site at the center of the parcel for use exclusively as a Police and Fire Training Facility the parcel of land of the Licensor being more particularly described as follows:

Entire Parcel

All of the South ½ of Section 35, Township 14 South, Range 3 West lying east of Interstate 65 right-of-way and south of the Locust Fork of the Warrior River and south of Turkey Creek.

The North ½ of the NE ¼, the North ½ of the NW ¼, the SW ¼ of the NW ¼, the NW ¼ of the SW ¼, of Section 2, Township 18 South, Range 3 West, bounded by the Interstate 65 right-of-way on the west, Turkey Creek on the east and south and the north right-of way line of Sardis Road on the south.

All that portion of the SE ¼ of the NW ¼ of Section 2, Township 15 South, Range 3 West that lies North of Turkey Creek.

All that portion of the SE ¼ and the SW ¼ of the NS ¼ of Section 2, Township 15 South, Range 3 West that lies North of Turkey Creek.

Containing 179.67 acres, more or less.

Police and Fire Training Facility Site description:

A parcel of land lying in the southwest corner of the NE ¼ of the NW ¼ of Section 2, Township 15 South, Range 3 West, Jefferson County, Alabama, being 466.6 feet in length and 466.6 feet in depth and containing 5.00 acres, more or less.

(2) The Police and Fire Training Facility including the following structures and facilities, shall be located on the above described "Police and Fire Training Facility Site"

One: 12 station, 50 yard pistol range;

One: fire training burn tower;

One: portable classroom/administrative office;

Two: steel storage containers;

Bleachers;

Parking for 20 cars and 2-3 fire engines; and

Site utilities (sanitary to be handled with portable "construction site" tank system).

(3) This License shall become effective on the 1st day of October, 2011 and shall expire on the 30th day of September, 2012. Said period is hereinafter referred to as the "License Term".

(4) Licensee shall pay to Licensor an annual cash fee hereunder, the sum of One and 0/100's Dollars (\$1.00), due on or before the 1st day October of each year of the license term, as to which fee Licensee hereby waives all right to claim exemption under the constitution and laws of the State of Alabama or any other state.

(5) Licensee shall be permitted to construct and or install temporary structures upon said Police and Fire Training Facility Site. Permanent structures shall not be constructed on the premises.

(6) Licensee shall maintain the premises in a condition at all times satisfactory to Licensor (keep the property clean and free of litter, junk, trash and debris and further agrees to control weeds, shrubs, grass and trees in order to keep the property in a neat and tidy appearance at all times).

(7) Licensee shall provide security for the entire premises as described in paragraph (1) above. The Police and Fire Training Facility shall not be open to the general public.

(8) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensee of the rights herein granted; and Licensee shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature, including attorney's fees and other legal costs, to which Licensor may be subject on account of the exercise by Licensee, of any of its rights hereunder or on account of any act, errors or omissions by Licensee, its servants, agents, employees or contractors, including any failure to comply with the provisions of Paragraph (9) below.

(9) This License is subject to all existing easements whether recorded or unrecorded, or over, upon or across said Premises for roads, railroads, telephone lines (or cables), telegraph lines, electric power transmission lines, and pipe lines of every nature.

(10) This License and Licensee's rights hereunder are subject to all applicable zoning and subdivision regulations. Licensee shall have the right to make application for and receive zoning adjustments, if necessary, to permit Licensee's use of the Premises, but Licensee shall not have the right to apply for, consent to or secure the rezoning of the Premises from its present classification without the prior specific written consent of Licensor. Licensee shall comply with all laws, ordinances and regulations applicable to the Licensee's use of the Premises and shall, at its expense, procure all necessary licenses and permits required by local, state, or federal governments or agencies.

(11) Licensee shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Premises or other property of the Licensor by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Licensee or any contractor or subcontractor of the Licensee. If any mechanics' or materialmen's lien is filed against the Premises or other property of the Licensor, then the Licensee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Licensor. If the Licensee learns of any claim or action pertaining to mechanics' or materialmen's liens

with respect to the Premises or other property of the Licensor the Licensee shall give prompt notice of the same to the Licensor.

(12) Either party hereto shall have the right to terminate this License at any time by giving unto the other party notice in writing of the intention so to do; and at the expiration of ninety (90) days after receipt of such written notice, this License shall terminate, and Licensee shall thereupon peaceably surrender to Licensor possession of the Premises. In the event of cancellation of this License by the Licensor, any unearned portion of the annual fee will be promptly refunded to Licensee. Should Licensee request cancellation of this License, any unearned portion of the annual fee will be refunded only if Licensee is denied access to the Premises due to unforeseeable circumstances or in the event that federal, state or local statues or laws instituted that require removal of structures prior to the end of the License Term.

(13) At the expiration of this License or the earlier termination thereof as herein provided and upon compliance with all the covenants and conditions in this License, Licensee shall have ninety (90) days in which to remove all structures placed by it on the Premises, and the surface of said land after such removal shall be left by Licensee, at its expense, in substantially the same condition as it was at the time of the making. Licensee shall remove all litter, junk, trash and debris (including debris from the use of firearms i.e., ammunition, shell casings, cartridges and bullets) from the Premises. Licensee shall remove and properly dispose of all soil contaminated by the use of the Premises for the Police and Fire Training Facility, including but not limited to any lead from ammunition from the ground. If this License, or in default thereof, Licensor may remove said structures and restore the surface of the Premises at the sole expense and liability of Licensee.

(14) Licensor will perform soil testing of the area designated as the Police and Fire Training Facility within one (1) month of the execution of this License. Said soil tests will form the baseline measurement for the remediation. Licensee is to perform upon expiration or termination of this License.

(15) Licensee shall have no right to cut or remove any timber except such as may be necessary in its use of the Premises, and Licensee shall pay to Licensor the fair market value of any timber damaged, destroyed, cut or removed hereunder.

(16) Licensor retains the right to enter upon the Premises for all necessary, legitimate, governmental and public purposes including, but not limited to stream and/or sod sampling, physical inspection of the property as to upkeep, and any other activity deemed beneficial or necessary by the Licensor.

(17) For said consideration, Licensor further grants to Licensee the right or license to install, maintain, or use utilities in locations approved by the Licensor to serve the Premises, and the right to permit such installation by appropriate utility company provided that such permit shall be subject to Licensor’s right as set out herein, and shall terminate not later than the expiration or termination of this License, and shall be subject to cancellation any time upon not less than ninety (90) days notice to the utility company or supplier by either Licensor or Licensee when electrical service is no longer desired. Licensor reserves the right to permit installation of utilities and across the Premises to serve others, together with such rights of ingress and egress for itself arid others as may be reasonably necessary in the installation and maintenance thereof, provided that such installation and maintenance thereof shall not unreasonably interfere with Licensee's use of the Premises.

(18) This License shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves, but Licensee shall not assign or transfer the rights herein granted without the written consent of the Licensor.

(19) The patties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over alt disputes arising under this License Agreement shall be the Circuit Court of Jefferson County, Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th day of September, 2011

WITNESS:

CITY OF MORRIS

Craig Drummonds, Mayor

WITNESS:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

WITNESS:

JOHN S. YOUNG, JR., L.L.C., RECEIVER,

JEFFERSON COUNTY, ALABAMA

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

The Commission Meeting was recessed until Wednesday, September 28, 2011, at 11:00 a.m. to consider the following agenda items: Item No. 17 - resolution to approve FY2011-2012 budget and Item No. 1 under NEW BUSINESS - resolution to approve the Jefferson County Fiscal Policies.

The Commission reconvened on September 28, 2011, at 11:00 a.m. with 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

A quorum being present the President presented the next order of business.

Sep-28-2011-776

Jefferson County Commission
Fiscal Year 2011-2012 Operating/Capital Budget

WHEREAS, Section 11-8-3, Code of Alabama (1975) (copy attached and on file in the Minute Clerk's office), requires the County Commission of Jefferson County, Alabama to adopt an estimate of anticipated revenues and an estimate of expenditures for the fiscal year commencing October 1, 2011, and ending September 30, 2012, and to make appropriations for the respective amounts to be used for County operations; and

WHEREAS, the said County Commission has carefully considered the requirements of each department and office in the county government and has estimated the revenues and expenditures of all operations and has prepared a balanced budget totaling \$638,538,701 for the following funds for the ensuing year:

General Fund	217,808,173
School Warrant Fund	78,916,332
Community Development Fund	2,263,300
Capital Projects	8,357,636
Capital Road Projects	6,225,573
Public Building Authority	17,879,580
Cooper Green Hospital Fund	89,083,343
Jefferson Rehabilitation and Health Center Fund	13,891,701
Landfill	60,000
Sanitary Operations Fund	177,907,113
Community Development Home Program Fund	1,076,423
Emergency Management Agency Fund	1,200,922
Pension Board Fund	661,179
Debt Service Fund	<u>23,207,426</u>
TOTAL OPERATING BUDGET	638,538,701 (Department requests)

At the end of the fiscal year, all unexpended balances of each department, will revert to the fund from which they were appropriated.

Appropriations related to approved capital projects, shall continue in force until the completion of the project.

NOW THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, that the County Operating/Capital Budget for Fiscal Year 2011-2012 be and the same is hereby

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

Sep-28-2011-777

Jefferson County Commission
Holiday Schedule

BE IT RESOLVED by the Jefferson County Commission that the following be, and they hereby are, declared as official holidays for County employees for the Fiscal Year 2011 - 2012.

November 11, 2011 (Friday)	Veterans Day
November 24 & 25, 2011 (Thursday and Friday)	Thanksgiving
December 23 & 26, 2011 (Friday and Monday)	Christmas
January 2, 2012 (Monday)	New Year's Day
January 16, 2012 (Monday)	Martin Luther King Day
May 28, 2012 (Monday)	Memorial Day
July 4, 2012 (Wednesday)	Independence Day
September 3, 2012 (Monday)	Labor Day
1 day	Variable Day

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

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

Sep-28-2011-778

Jefferson County Commission
Fiscal Year 2012 Health Department

WHEREAS, the Jefferson County Board of Health, pursuant to Act No. 231, 1977 Regular Session of the Alabama Legislature, has presented its Fiscal Year 2011 - 2012 operating budget to the County governing body, the County Commission; and

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

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

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that pursuant to that authority as outlined by the 1977 Alabama Legislature Regular Session, Act No. 231, does set the 2011-2012 ad valorem receipts to be paid to the Jefferson County Health Board to be as follows: projected 6,400,000; 2% of all the ad valorem taxes collected in the County for both the County & Municipalities, excluding those ad valorem taxes collected for the State of Alabama and any and all Boards of Educations located in said County.

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

Adopted this the 28th day of September, 2011.

Diane Townes, Minute Clerk

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

Sep-28-2011-779

Jefferson County Commission
Equipment Shop Charges

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

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

NOW, THEREFORE, BE IT RESOLVED, that the following shop charges become effective October 1, 2011.

Item	Rate
Shop Charge per Mechanic Hour (Internal)	\$ 44.78

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

Adopted: September 28, 2011.

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

Sep-28-2011-780

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Fiscal Policies, be and hereby is approved.

Jefferson County
FISCAL POLICIES

9/28/11

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I. PURPOSE

The Jefferson County Commission is committed to responsible fiscal management through financial integrity, prudent stewardship of public assets, planning, accountability and full disclosure. The broad purpose of these Fiscal Policies is to enable the County to achieve and maintain a long-term stable and positive financial condition. Due to the inability to access capital markets and limited access to short term liquidity, the specific purpose of these Fiscal Policies is to allow the County to continue to exist and operate in a manner sufficient to provide basic standard services to the citizens of Jefferson County. These policies are adopted by the Commission as the basic framework for overall financial management of the County, to guide day-to-day, long-range fiscal planning, decision making and to achieve the following general financial goals:

- A. Provide an adequate financial base to sustain a sufficient level of County services to maintain the social well-being and physical conditions of the County.
- B. Deliver cost effective and efficient services to citizens.
- C. Provide funding for and maintain essential public facilities, utilities, and capital equipment.
- D. Restore and rebuild the County's credit rating so as to obtain the lowest cost of borrowing and also to assure taxpayers and the financial community that the County is well managed and financially sound.
- E. Provide the financial stability needed to navigate through economic downturns, adjust to changes in the service requirements of the community and respond to other changes as they affect the County's residents.
- F. Adhere to the highest standards of financial management and reporting practices as set by the Government Finance Officers Association, the Governmental Accounting Standards Board, and other professional standards.
- G. Fully comply with finance related legal mandates, laws, and regulations. To achieve these goals, fiscal policies generally cover areas of revenue management, operating and capital budgeting, financial planning and forecasting, investment and asset management, debt management, accounting and financial reporting, reserves and internal controls. The Commission shall annually review these fiscal policies, and consider such changes, if any, that it deems appropriate. Such review shall occur in conjunction with the review and adoption of the annual County Budget and Capital Improvement Program.

THE FISCAL POLICIES SET OUT HEREIN ARE INTENDED IN ALL ASPECTS TO BE IN COMPLIANCE WITH ALABAMA STATE LAW.

II. REVENUE POLICIES

- A. The County will seek a diversified and stable revenue system to prevent undue or unbalanced reliance on any one source of funds. This revenue diversity will shelter the County from short-run fluctuations in any one revenue source. The County will request the approval of the Alabama legislature to attain this goal.
- B. One-time revenues will be used only for one-time expenditures. The County will avoid using temporary revenues to fund mainstream services or for budget balancing purposes.
- C. To its ability and with any needed approval of the Alabama Legislature, user fees and charges will be established for services provided by the County that benefit specific individuals or organizations. User fees and charges will be set at a level sufficient to recover full cost of service whenever practical to minimize subsidization by taxpayers. The County with legislative approval will systematically review user fees and charges to take into account the effects of additional service costs and inflation.
- D. Unless prohibited by law, certain fees may be deferred by the Commission when it can be demonstrated that a direct public benefit will be obtained. In addition, the Commission may direct that certain fees be paid on behalf of applicants and the Commission's action will include a determination of the source of funds to pay such fees.
- E. All fees, charges, or assessments that are deferred for later payment will be evidenced by a promissory note or agreement. The County may charge periodic interest, processing fees, and additional interest and penalties for delinquencies as appropriate.
- F. All potential grants shall be evaluated for matching requirements and on-going resource requirements before acceptance. Grants may be rejected to avoid commitments beyond available funding.
- G. The County will not respond to long-term revenue shortfalls with deficit financing and borrowing to support on-going operations. Expenses will be reduced to conform to the long-term revenue forecasts and/or revenue increases will be considered.
- H. Revenues will be estimated realistically and prudently. Revenues of a volatile nature will be estimated conservatively. The County will estimate its revenues by an objective, analytical process using best practices as defined by the Government Finance Officers Association or similar authority.

III. EXPENDITURE POLICIES

- A. Expenditures will be controlled through appropriate internal controls and procedures. The County Manager and Chief Financial Officer shall ensure expenditures comply with the legally adopted budget. Each Department Head, Elected Official or Director will be responsible for the administration of his/her department/agency budget. This includes accomplishing the goals and objectives incorporated into the budget and monitoring each department/elected office or agency budget for compliance with spending limitations.
- B. All purchases of goods and services must comply with the County's Purchasing Policies, guidelines, procedures, and with State laws and regulations.
- C. Before the County purchases any asset with a value of \$50,000 or more or undertakes any operating or capital arrangements that create fixed costs or ongoing operational expenses, the implications of such purchases or arrangements will be fully determined, to the extent possible, for current and future years.
- D. The County should plan for new facilities only if operations and maintenance costs can be supported by ongoing operating revenues.
- E. All compensation planning will include analysis of total cost of compensation which includes analysis of salary increases, health benefits, pension contributions, fringe benefits and other personnel costs. The County will only propose operating personnel costs which can be supported by on-going operating revenues.
- F. The County will make every effort to control expenditures to ensure County services and programs provided to its citizens and taxpayers are cost effective and efficient.
- G. The County will attempt to use consultants and temporary help instead of hiring staff for special projects or peak workload periods, but only if cost effective and in compliance of Jefferson County Personnel Board laws.
- H. The County will evaluate the privatization of County services where allowed by law and when found to be cost effective with no loss of service levels.
- I. The County will attempt to work through regional agencies and cooperatives to share costs for local and mandated programs whenever possible.
- J. The County will add new services only when a need has been identified and when adequate staffing and funding sources have been provided.
- K. The County should provide adequate routine maintenance each year to avoid the high cost of deferred maintenance.
- L. The County should attract and retain competent employees for the County workforce by compensating employees fairly and competitively.
- M. The County should provide adequate training opportunities.
- N. The County will strive to provide safe working conditions.

O. The County will strive to maintain a professional work environment.

P. The County Manager and the County's Chief Financial Officer will annually project the County's equipment replacement and maintenance needs for the next five years by year, and will update this projection each year. A maintenance and replacement schedule will be developed.

Q. The purchase of new or replacement capital equipment with a value of \$50,000 or more and with a minimum useful life of two years will require budget approval.

IV. PENSION AND RETIREMENT FUNDING POLICIES

A. All annual required contributions for current pension liabilities shall be funded on an annual basis as approved by the Commission.

B. The County also provides certain other-than-pension post-employment benefits ("OPEB") for qualified retired employees. The County recognizes that deferred funding of these benefits creates uncertainty for employees and places a burden on future residents. Therefore, the County's goal is to maintain and manage a nonfiduciary OPEB Fund that will be funded periodically with such allocations as are approved by the Commission until the balance of the OPEB Fund is equal to its OPEB liability as calculated pursuant to Governmental Accounting Standards Board's Statement 45 (GASB 45).

V. BUDGET POLICIES

A. The fiscal year for the County shall be October 1 through September 30 of the succeeding year. All budgetary procedures will conform to existing state and local regulations.

B. The annual fiscal budget for the County shall include both operating and capital funding. The annual fiscal budget of the County shall be adopted by the County Commission prior to the commencement of the fiscal year for the County. Such operating and capital budgets for the County shall appropriate the sums necessary for the expenditures of the departments of the County and for the interest on its bonded or other indebtedness, which appropriations shall not exceed in the aggregate within ten (10) percent of its estimated receipts. The Commission shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue.

C. The budget process will be coordinated so that major policy issues and department goals and objectives are identified and incorporated into the budget.

D. The department heads, elected officials and agencies of the County shall submit both their budget requests to the Budget Management Office on or before July 1 of each fiscal year, setting out their requested budgets for the next succeeding fiscal year. The department heads, elected officials and agencies request shall include operating and capital needs for the year beginning with the next fiscal year. The department heads, elected officials and agencies budget requests shall include current budget year allocation line item by line item. New items requested which are to be included in the budget request shall contain, but not be limited to, additional personnel for each agency, elected office and department anticipated for the next succeeding fiscal year as well as any other items which the departments will require for expenditure of any funds or the obligation of any debts.

E. The County Manager and Chief Financial Officer shall present an annual budget message to the Commission on or before the first Commission meeting in August preceding the next fiscal year. The County Manager and Chief Financial Officer shall set out in detail in his annual budget message the proposed budget, both operating and capital expenditures, for the next fiscal year. The County Manager and Chief Financial Officer shall also set out in detail the actual operating and capital revenues and expenditures of the County for each of the previous three years, including an identification of growth trends (by \$ and %) and reasons for any major changes. The proposed budget shall be at that time referred to the Chairman of Finance Committee.

F. Upon receipt of the proposed annual budget, no later than the second commission meeting in August of each year, the Finance Committee will begin holding budget hearings, scheduling the County's department heads, elected officials and agencies of the County which request funding for the next fiscal year to appear before such committee and to explain or account as needed for the requested expenditures included in the budget request for each such County department, elected official and agency.

G. Upon review by County Manager, on or before September 1 of each year, the Chief Financial Officer and Finance Committee shall submit, in writing, to the Commission as a whole, a proposed annual fiscal budget for the County for the fiscal year beginning October 1 thereafter. Such budget shall set forth the estimated revenues and income for the several sources and departments and the estimated necessary expenditures by the several departments, elected officials and agencies of the County and other obligations maturing during the next fiscal year and the amounts necessary for the retirement of the County's warrants or other legal indebtedness and amounts required to pay the interest thereon. Such budget shall be supported by such data and with such recommendation as the County Manager, Finance Committee, and the Commission deems advisable.

H. The Commission shall take final action upon the proposed annual fiscal budget for the County for the next succeeding fiscal year on or before the second meeting in September of each year.

I. The County shall promptly make the Adopted Budget and any amendments thereto available to the public on the County's website. The budget will be constrained to the total amount approved by the Finance Committee and as adjusted and adopted by the Commission.

K. The Chief Financial Officer shall prepare and distribute to the Finance Committee monthly reports on the status of revenues,

expenditures and obligations of the County, including a comparison of actual to budgeted revenues and expenditures on both a monthly and year-to-date basis. The Chief Financial Officer's report shall also include a comparison of the current monthly and year-to-date actual revenues and expenditures to the corresponding monthly and year-to-date numbers for each of the previous three fiscal years. The Chief Financial Officer's report shall also include such other information and be provided in such other form as is, from time to time, requested by the Finance Committee or the Commission as a whole. Significant budget to actual variances will be investigated.

L. The County shall make all monthly financial reports for the current fiscal year and its three most recent audited annual financial statements available to the public on the County's website.

M. A mid-year review process will be conducted by the County Manager, Chief Financial Officer, and the Finance Committee at the second Finance Committee meeting in April in order to make any necessary adjustments to the Adopted Budget to bring the budget into balance, if necessary. The Adopted Budget may also be adjusted for emergency expenditures or unforeseen circumstances.

N. All supplemental appropriations for programs or additional personnel (appropriations requested after the original budget is approved) will be analyzed by the Finance Committee and will be approved by the Commission as a whole only after consideration of availability of revenues.

VI. ECONOMIC DEVELOPMENT FUNDING POLICIES

A. The County should promote programs to retain existing businesses and to attract new businesses which add to the County's economic base.

B. The County may employ economic development incentives to encourage value added development and accrue public benefits to Jefferson County. Public benefits may include but are not limited to, the following:

1. A benefit that materially enhances the financial position of the County by increasing its employment base or assessed valuation;
2. A contribution to the basic infrastructure of the County that is greater than that which would be required of the development alone; and/or
3. A benefit that increases access to other public services

C. Economic development incentives may include formation of improvement or redevelopment districts, reimbursement, deferral of certain fees and charges, use of discount lease rates or other forms of financial incentives. All such incentives will be fully evaluated by the Finance and Revenue Department as to the costs, risks and level of benefit as well as the financial impact of such incentives on the County's operating and capital budgets.

D. The fiscal impact evaluation will be presented to the Finance Committee along with the County Manager and Chief Financial Officer's recommendation. The Commission shall make the final decision concerning proposed economic development incentives including any repayment of incentives if performance requirements are not met.

E. Funding for economic development incentives must be identified before approval of all such incentives.

F. A development incentive shall not be provided if the development does not provide sufficient public benefit or if the cost and risks to the County will have a materially adverse impact on the County's finances or operations.

VII. CAPITAL PROJECTS FUND POLICIES

A. Due to the County's current inability to access the capital markets, the County shall establish, maintain and manage a Capital Projects Fund. Capital projects will be funded out of any available one-time non-reoccurring revenue source, or any other source, that the County Commission deems appropriate.

B. An inventory and assessment of the condition of all County facilities, rolling stock, and equipment or other capital assets with an initial value of \$10,000 or more shall be prepared and updated annually by the County Manager and his or her administration. The County Manager shall submit this information to the Commission on or before January 1 of each fiscal year. This information should be used to plan for the ongoing financial commitments required to maximize the public's benefit.

C. A five year Capital Improvement Program (CIP) encompassing all County facilities, all rolling stock, all equipment, capital assets, and capital projects expected to cost \$10,000 or more shall be prepared and updated annually by the County Manager and his or her administration. Projects included in the CIP shall have complete information on the need for the project, description and scope of work, total cost estimates, future operating and maintenance costs and how the project will be funded.

D. The County Manager shall submit the CIP and any proposed updates thereto to the County Commission on or before March 15 of each fiscal year. The County Manager submission shall include a proposed ranking of CIP projects based on the overall needs of the County. The ranking of projects will be used to allocate resources to ensure priority projects are completed effectively and efficiently.

E. The Commission shall, no later than the first commission meeting in April of each year, hold a public hearing to provide for public input on the CIP. The CIP and any proposed updates thereto shall be at that time referred to the Finance Committee.

F. On or before the first commission meeting in May of each year, the Finance Committee shall submit to the Commission as a whole its recommendations on the CIP and any proposed updates thereto.

G. The Commission shall take final action on the CIP and any proposed updates thereto on or before the second Commission meeting

in May of each year. The CIP will be incorporated into the County's budget and long range financial planning processes.

H. The County shall promptly make the CIP and any amendments thereto available to the public on the County's website.

I. Changes to the CIP such as addition of new projects, changes in scope and costs of a project or reprioritization of projects will require the approval of the County Commission.

J. The County will maintain its physical assets at a level adequate to protect the County's capital investment and to minimize future operating maintenance and replacement costs. The County recognizes that deferred maintenance increases future capital costs, thus placing a burden on future residents. Therefore, the budget will provide for adequate maintenance and the orderly replacement of capital plant and equipment from current revenues when possible.

K. The County will determine the least costly funding method for its capital projects and will obtain grants, contributions and low cost state or federal loans whenever possible.

L. The County will establish capital equipment reserves to provide for funding of vehicles and equipment. The County will also establish major repairs and replacement reserves to provide for funding of major repairs and replacements.

M. The County will utilize "pay-as-you-go" funding for capital improvement expenditures considered recurring, operating or maintenance in nature. The County may also utilize "pay-as-you-go" funding for capital improvements when current revenues and adequate fund balances are available.

N. The County will consider the use of debt financing for capital projects under the following circumstances:

1. When the project's useful life will exceed the terms of the financing
2. When resources are deemed sufficient and reliable to service the long-term debt
3. When market conditions present favorable interest rates for County financing
4. When the issuance of debt will not adversely affect the County's credit rating and coverage ratios.

VIII. RESERVE POLICIES

Fiscal stability is an important factor for all counties. Sound financial management includes the practice and discipline of maintaining adequate cash reserve funds for known and unknown contingencies. The establishment of prudent financial reserve policies is important to ensure the long-term financial health of the County. The County will maintain sufficient contingency and cash reserves in each fund for the ability to:

- A. Mitigate short-term volatility in revenues and provide protection against revenue estimates not meeting projected levels;
- B. Mitigate short-term economic downturns (2 years or less) and revenue disruptions caused by legal challenges and/or legislative changes to various revenue sources;
- C. Absorb unanticipated operating needs that arise during the fiscal year but were not anticipated during the budget process;
- D. Sustain County services in the event of an unexpected catastrophe or natural disaster;
- E. Meet operating cash flow requirements before the collection of property taxes, grant proceeds, and other operating revenues and to mitigate deficiencies caused by the timing of cash inflows and cash outflows;
- F. Absorb unexpected claim or litigation settlements;
- G. Purchase vehicle and equipment without the need to finance such purchases;
- H. Meet major facility and equipment repair and replacement needs;
- I. Meet future capital project needs so as to minimize future debt obligations and burden on future citizens;
- J. Meet requirements for debt reserves;
- K. Provide a sense of financial/security or "Peace of Mind" that does not exist in the absence of minimal reserves exist;
- L. Obtain a favorable credit rating;
- M. Provide financial flexibility to address changing priorities, to address "one time" needs, to take advantage of time sensitive grants and other opportunities, and to fund startup costs for new programs; and
- N. Provide funding for currently unfunded liabilities.

O. The County will use reserves on a one-time or temporary basis for purposes described above. In the event that reserve funds decrease to levels below the levels established by this policy, the County will develop a plan to restore reserves to the required levels.

P. Reserve levels will be adjusted annually in accordance with this policy. Reserve levels will be set at the end of each fiscal year in conjunction with the preparation of the County annual financial statements.

IX. Dedicated Funds

A. General Fund Cash Reserves - the County's goal will be to maintain General Fund undesignated cash reserves of at least 16% of the annual General Fund budgeted expenses.

B. BUDGET STABILIZATION RESOURCES - The County shall establish a fund balance designation in the General Fund for working capital purposes. The purposes of working capital is to eliminate cash flow issues, cover the cost of expenditures caused by unforeseen emergencies, cover shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes. This designation

shall accumulate and then be maintained at an amount, which represents the equivalent of approximately four (4) months of operating and debt expenditures, including transfers to other funds (i.e. approximately 35% of budgeted General Fund expenditures.)

C. Capital Fund- the County shall attempt to maintain Capital Fund undesignated cash reserves based on one year annual depreciation for projects with an average life of five years or longer and a cost of \$250,000 or greater.

D. Capital Equipment Reserves - the County shall attempt to maintain a reserve fund based on one year annual depreciation for vehicles and equipment. The County will also establish major repairs and replacement reserves to provide for funding of major repairs and replacements.

E. Risk Management Cash Fund - The County will maintain cash reserves of at least \$6.3 million in its Risk Management Cash Fund for self-insurance. Use of such reserves will be limited to significant expenditures not covered by the County's insurance and that are too large to be absorbed in the department or fund's operating budget.

F. Unemployment Liability Fund -The County will attempt to maintain cash reserves in its unemployment liability fund adequate to cover its prorata accrued liability for unemployment claims.

G. Debt Service Cash Fund - The County will maintain undesignated cash reserves in its Debt Service Cash Fund targeted to equal to one year's worth of payments on its outstanding General Obligation and Public Building Authority Bond Issues.

H. Compensated Absences Cash Reserve - The County recognizes that deferred funding of compensated absences (including, without limitation, holiday, vacation, and overtime) creates uncertainty for employees and places a burden on future residents. Therefore, the County will attempt to maintain and manage a nonfiduciary Compensated Absences Cash Reserve that will be funded annually with 5% of any General Fund surplus (the excess of general fund revenues over general fund expenditures) at the end of each fiscal year until the balance of the Compensated Absences Cash Reserve is equal to its compensated absences liability

I. All Other Governmental and Enterprise Funds - In every other operating fund, the County will attempt to maintain undesignated cash reserves of at least 16% (or 2 months) of the annual budgeted expenses of each such operating fund.

J. Development Fund - Jefferson County will establish a fund for the improvement of the well-being of residents in the County. This includes such measures as expanding the economic base, improving services, cleaning up the environment, or upgrading infrastructure. The goal of the fund shall be to provide expansion of the economic base through efficient allocation and use of available resources and activities which provides additional jobs and income for the citizens of Jefferson County. This implies that actual development activities will depend on goals and needs identified by the County Commission. The activities to be supported by this fund shall accomplish one of the following:

1. Improving a community or area's ability to capture existing income.
2. Improving the efficiency of existing firms.
3. Encouraging the formation of new businesses.
4. Attracting new industry or business.
5. Increasing financial aid received from other government levels.
6. Improving the existing work force by investing in training programs.

K. UNCERTAINTY CASH RESERVE FOR FINANCIAL AND ECONOMIC UNCERTAINTY - The County will also maintain and manage a Cash Reserve for Financial and Economic Uncertainty. The purpose of the Cash Reserve for Financial and Economic Uncertainty will be to provide for severe economic downturns or major unforeseen events (as determined by Commission action) where a significant portion of revenues supporting critical basic operations are projected to decline for more than 2 years or permanently, and such decline cannot be absorbed by the department or fund. In these events, the County will need time to affect reductions, consolidate operations, reprioritize critical programs or implement an alternate revenue source. The Cash Reserve for Financial and Economic Uncertainty will provide temporary support to minimize the impacts on citizens who rely on these critical operations. The Cash Reserve for Financial and Economic Uncertainty will also be maintained to restore the County's credit rating. In the event that the County's General Fund Reserves temporarily fall below desired levels, the Cash Reserve for Financial and Economic Uncertainty will serve to ensure that the County's credit rating is not adversely affected. The County shall strive to accumulate a balance in the Cash Reserve for Financial and Economic Uncertainty equal to at least 30% of the annual General Fund budgeted expenditures. The Cash Reserve for Financial and Economic Uncertainty will be funded annually as follows:

1. 75% of any General Fund surplus (the excess of general fund revenues over general fund expenditures) at the end of each fiscal year until the balance of the Cash Reserve for Financial and Economic Uncertainty is at least 25% of the annual General Fund budgeted expenditures.
2. 25% of any General Fund surplus at the end of each fiscal year until the balance of the Cash Reserve for Financial and Economic uncertainty is at least 30% of the annual general Fund budgeted expenditures
3. Additional allocations approved by the Commission.

The Cash Reserve for Financial and Economic Uncertainty will only be used to provide temporary support for critical basic services and operations meeting the criteria established by this policy. No more than 25% of the balance of the Cash Reserve for Financial and

Economic Uncertainty shall be used in any given year. In no event will the Cash Reserve for Financial and Economic Uncertainty be used to fund new programs or to fund expenditures that should otherwise be funded with operating revenues, contingencies and normal reserves. All requests for use of the Cash Reserve for Financial and Economic Uncertainty will include the following:

1. Projection of revenues indicating decline for more than 2 years or permanent decline as a result of economic downturn or unforeseen event;
2. Analysis that revenue decline is so significant that it cannot be absorbed in the department or fund's operating budget through increases in other revenues or reduction of current expenditures;
3. Determination that critical basic services and operations will be affected and citizens will be negatively impacted;
4. Determination that request meets any other criteria determined by the County Commission; and
5. Plan of action and long term financial solution to address the revenue shortfall.

all requests for use of the Cash Reserve for Financial and Economic Uncertainty will be presented to the Commission along with the County Manager's recommendation. The Commission shall make the final decisions concerning appropriation of funds from the Cash Reserve for Financial and Economic Uncertainty.

L. OPEB FUND - The County shall attempt to maintain and manage a nonfiduciary OPEB Fund that will be funded periodically with such allocations as are approved by the Commission until the balance of the OPEB Fund is equal to its OPEB liability as calculated pursuant to Governmental Accounting Standards Board's Statement 45 (GASB 45).

M. CATASTROPHIC EVENT FUND - The County will establish a Catastrophic Event Fund to provide emergency assistance should an event either natural or man-made result in extraordinary levels of damage or disruption severely affecting the Citizens of Jefferson County. This may include but not be limited to events that have a devastating impact on infrastructure, the environment, the economy, government functions or morale of the County. Though a catastrophe is traditionally viewed as a single large event that causes sudden change, such as a tornado or fire, the definition may be expanded to include instances where a gradual accumulation of many small incidents, perhaps precipitated by the same catalyst, leads to the same scale of damage/losses; such events may not actually be recognized as catastrophes until a long period of time has passed and many losses have accumulated.

N. Landfill Closure and Post Closure Care Cost - The County shall maintain a fund in order to comply with State and Federal laws and regulations that require the County to place a final cover on its landfills when closed and perform certain maintenance and monitoring functions at the landfill site for 30 years after closure. In addition to operating expenses related to current activities of the landfills, an expense provision and related liability are being recognized based on the future closure and post closure care costs that will be incurred near or after the date the landfills no longer accept waste. The recognition of these landfill closure and post closure care costs is based on the amount of the landfills' capacity used during the year.

X. FINANCIAL PLANNING POLICIES

A. The County will prepare a long term financial plan to promote responsible planning for the use of resources. The County's financial plan should be strategic, reflecting the County's and the community's priorities for service while providing resources that realistically fund routine operations.

B. The long term financial plan will include projected revenues, expenditures and reserve balances for the next five years, assuming the continuation of the current level of services and incorporating changes that are expected to occur during the forecast period. The County will review and update the long term financial plan on an annual basis. Such review shall occur in conjunction with the review and adoption of the annual County Budget and Capital Improvement Program.

C. Long term projections of revenues and expenditures will be realistic, conservative and based on best practices established by the Government Finance Officers Association or similar authority.

D. If the forecast does not depict a positive operating position in all five years of the forecast, the County will strive to balance the operating budget for all years included in the five-year financial forecast.

XI. CASH MANAGEMENT AND INVESTMENT POLICIES

A. General Objectives

The primary objective of the investment program shall be safety. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal of the investment program is to maximize total investment return over the long-term, subject to a sufficient level of safety, liquidity, and diversification. The objective will be to mitigate credit risk and interest rate risk. In any case, the investment portfolio will not be used for speculative purposes and risk of principal will be kept to a minimum. The purpose of the Investment Policy Statement (IPS) is to assist Jefferson County officials in effectively implementing, monitoring and evaluating the investment of County funds. The investment program is defined in the various sections of the Investment Policy Statement by:

1. Stating in a written document the County's attitudes, expectations, objectives and guidelines for investment of all funds.
2. Setting forth an investment management structure to facilitate the sound and efficient management of County funds, addressing

both the practical aspects of fund management as well as the philosophical. This structure includes defining permissible investments and providing portfolio choices for both short and long duration securities to allow the county officials to be able to tailor asset mixes to meet the needs of the various divisions of the County.

3. Developing formalized criteria to monitor, evaluate and establish the basis for comparing the performance results.

4. Complying with the due diligence requirements and prudence that experienced investment professionals would utilize, and with all applicable laws, rules and regulations from various local and state political entities that may impact

B. Background

Earnings on investments provide an important source of annual revenue for the County. Consequently, the soundness and success of its investment program is of utmost importance to meet the County's funding needs.

C. Philosophy

Jefferson County manages all of its operations with a philosophy of unity. The County manages its investments with the same philosophy. In order to accomplish the concept of unity, the County must first look at its total cash flows. The County's cash flows are both short and long term in nature. The County's cash flows are both incoming and outgoing. Alabama State laws fragment the various funds available to Jefferson County (e.g. gas taxes, RR, public building taxes, etc.). The County has accomplished the task of combining these diverse funds into a coordinated accounting for its funds. It is in the overall best interest of Jefferson County constituents that the County manages its investments on a unified basis.

The County will have a philosophy of maximizing total return on investing. Just as the County shall unify its cash flow accounting and shall unify the asset and liability portions of its balance sheet, the County shall unify the interest rate returns for the County into a single management interest rate return. The Jefferson County unified approach to investing provides proper management for these assets in the best interest of Jefferson County constituents.

D. Scope

This policy applies to the investment of all Jefferson County funds. E. Authority

The Jefferson County Commission is authorized by the Code of Alabama to invest Jefferson County funds. The Jefferson County Treasurer and the Tax Collectors for the Birmingham and Bessemer Divisions respectively are also authorized by the Code of Alabama to invest certain specific custodial funds of Jefferson County. The Commission hereby, establishes investment policies and guidelines which shall be operated in conformance with federal, state and other legal requirements. The Investment Committee as designated by the Jefferson County Commission maintains the authority to further limit these investment guidelines.

F. Implementation

1. Assignments of Responsibility

a) The County Commission will ultimately be responsible for Investment Policy and all security transactions. However, the Investment Committee is designated as responsible for day-to-day investment decisions and activities.

b) The Investment Committee shall consist of:

- 1) Chairman - Jefferson County Finance Committee Chairman
- 2) The County Manager
- 3) The County Treasurer
- 4) The County Tax Collector (Birmingham)
- 5) The County Tax Collector (Bessemer)
- 6) The County Revenue Director

2. Prudence

a) The standard of prudence to be used by investment officials will be that of a "prudent person" and at all times will be applied in the on text of managing the overall portfolio. The "prudent person" standard, states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The Investment Committee approves the selection of all broker dealers and financial institutions which have been generally authorized under current federal, state, and local statutes for the purpose of engaging in investments for the County.

3. Selection of Investment Instruments and Institutions

a) An information quotation process may be conducted by the Investment Committee when selecting among investment instruments from approved broker dealers or financial institutions. If a specific maturity date is required for any investment instrument, quotations will be requested for approved instruments which meet the material requirements.

b) When no specific maturity date is required, the most advantageous market yield, in the opinion of the Investment Committee will be elected. Broker dealers and/or financial institutions will be requested to quote a firm price or yield. Generally, deposits or purchases of investment instruments will be made based upon the highest effective yield consistent with policy restrictions; however, transaction cost

will also be considered.

4. Execution of Investment Policy a) The Investment Committee or its designee is authorized to execute security transactions for

the investment portfolio. The entire Portfolio activity will be reviewed by the Investment Committee at least monthly. The County Commission will receive an investment summary on a quarterly basis.

5. Liability Management Objectives

- a) To conform to all applicable federal, state and local legal requirements;
- b) To adequately safeguard principal;
- c) To provide sufficient liquidity to meet all operating requirements;
- d) To obtain the maximum total return, limited by the above and other objectives and influencing factors.

G. Internal Controls

1. The County shall establish and maintain an internal control structure designed to protect the assets of the County from loss, theft or misuse. Such internal controls and compliance therewith shall be subject to review during the annual audit conducted by or on behalf of the Department of Examiners of Public Accounts of the State of Alabama.

H. Transaction Procedures

1. In order to meet the comprehensive needs of the County, the General Investment Account will be divided into two major portfolios: A Primary Liquidity Portfolio; and a Total Return Portfolio.

2. The Primary Liquidity Portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Safety of principal and liquidity, at the expense of return on investment, are the foremost objectives of this portfolio.

3. The objective of the Total Return Portfolio is to generate an investment return, over the long term, higher than the return on assets of the Primary Liquidity Portfolio. However, in seeking higher investment returns, to the Total Return Portfolio the County will be cognizant of objectives in regards to safety of principal and liquidity.

4. The unified approach to the management of funds that are suitable for the General Investment Account will provide separate accounting for every category of funds that are included in either the Primary Liquidity Portfolio and /or the Total Return Portfolio so that the integrity of the audit system is maintained at every point in time.

5. The General Investment Account shall be structured with sub-accounts in order to properly account for, and invest restricted funds such as: debt defeasance funds, construction funds and ad valorem tax receipts.

I. Authorized Investment Instruments

The General Investment Account - All funds collected will be deposited immediately and directly into the General Investment Account and will be collateralized by federal government securities held in the County's name by a Federal Reserve Bank.

1. Primary Liquidity Portfolio - as subdivided may consist of the following investment instruments:

- a) Treasuries - the County may buy Treasury securities with maturity date of one year or less.

- b) Agency Securities - the County may also buy agency securities with maturity date of one year or less.

- c) Certificates of Deposit - the County may purchase a certificate of deposit that is collateralized by federal government or federal agency securities. The federal government or agency securities used to collateralize certificates of deposit must be held in the County's name by a Federal Reserve Bank. A non-collateralized certificate of deposit of \$250,000 and under may be purchased if fully insured by FDIC. Certificates of deposit will not exceed one year.

- d) Repurchase Agreements (Repos) - Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements.

- e) Other Investments- funds may be deposited in a checking account, money market account, or certificate of deposit covered by the Alabama SAFE Program.

2. Total Return Portfolio - as subdivided may consist of the following investment instruments:

- a) Treasury Notes/Bonds - The County may purchase Treasury Notes and Bonds.

- b) Federal Agencies - (including Mortgage-Backed Securities) - The County may invest in the following federally-sponsored agencies including:

- 1) Federal Home Loan Bank
- 2) Federal National Mortgage Association
- 3) Federal Farm Credit Bank
- 4) Federal Home Loan Mortgage Corporation

- 5) Student Loan Marketing Association
- 6) Government National Mortgage Association

c) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings institutions organized under the laws of the United States or any state thereof, and as further described in paragraph 11-81-21 of the Code of Alabama.

d) Pre-refunded public obligations (municipal bonds) as further defined by paragraph 11-81-21 of the Code of Alabama. Pre-refunded obligations must be 100 percent legally defeased.

e) Common Trust Funds as defined by paragraph 11-81-21 of the Code of Alabama.

J. Prohibited Investment Instruments

It is the County's policy to avoid exotic derivatives or other unseasoned and/or illiquid investments, and in particular the following investment instruments are specifically prohibited:

- 1. Inverse Floaters
- 2. IOs (interest only mortgage-backed securities)
- 3. POs (principal only mortgage-backed securities)
- 4. Z-Tranche Securities (mortgage-backed securities)
- 5. Futures
- 6. Options
- 7. Options on Futures
- 8. Margin Buying
- 9. Leveraging
- 10. Commodities
- 11. Securities lending agreement
- 12. Reverse repurchase agreements

K. Duration Limitations

The County's objective is to match investments with anticipated cash requirements. In measuring cash flows, duration is a much better measure of price volatility than is maturity. Maturity only takes into consideration the final payment and not the size and timing of all interest payments in present value terms. Duration is a measure of the weighted average term to maturity and is calculated by stating all cash flows, both interest and principal, in terms of their present value. The following duration limitations (in years) shall apply:

	Minimum	Target	Maximum
Primary Liquidity Portfolio	0.0	0.25	0.5
Total Return Portfolio	1.5	3.0	4.5

The target duration guidelines shall be reviewed at least annually by the County and modified as conditions warrant.

L. General Investment Account Benchmarks

Primary Liquidity Portfolio:	90-Day Citigroup U.S. Treasury Bill Index
Total Return Portfolio:	Barclays Capital Intermediate Treasury Index

All General Investment Account benchmarks will be reviewed at least annually and adjusted based upon changes in the general Investment Account structure and/or changes in objectives of the General Investment Account, Primary liquidity Portfolio or Total Return Portfolio.

M. Compliance with Arbitrage Rebate Requirements

The 1986 Tax Reform Act and the subsequent arbitrage rebate regulations imposed new and complex requirements on issuers of tax-exempt debt in terms of tracking the yield differential between the cost of the debt and earnings of the debt proceeds. Failure to perform the calculations correctly could result in the loss of the tax-exempt status of the debt issue. To safeguard against this possibility, the County shall contract with a qualified institution that shall perform all necessary rebate calculations on an annual basis. The County shall rebate the minimum excess earnings to the Federal Government as required by law.

N. Credit Worthiness of Financial Institutions

All financial institutions with which the County conducts business must be credit worthy and shall provide their financial statements to the Jefferson County Finance Department within 120 days after the close of their fiscal year. Security dealers, not affiliated with a bank, may be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers or registered broker dealers that qualify under Securities Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule)

O. Minority and Community Financial Institutions

From time to time the Jefferson County Commission may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to certain parts of the investment criteria may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the Commission on a consistent basis and will be

consistent with state and local law.

These types of investment purchases must be approved by a majority of the Investment Committee in advance.

P. Custody and Collateralization

The County shall appoint a custodian(s) for securities chosen through a request for proposal process. Securities will not be held within or under the trading department of any institution.

Eligible securities used for collateralizing deposits shall be held by the custodian bank(s) or trust company(ies) subject to security and custodial agreements.

The security agreement shall provide that eligible securities are to be pledged to secure County deposits as well as accrued interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the County to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the County, such securities shall be delivered in a form suitable for transfer, or with assignment "in blank" to its custodial bank.

The Custodial agreement shall provide the securities held by the bank or trust company, or agent, of and custodian for, the County, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing of any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. Such agreement shall include all provisions necessary to provide the County a perfected interest in the securities.

Q. Security Valuation

The market value of investments shall be the current value as determined by the custodian bank for the specific portfolio for which it provides custodian services for all bonds, notes, certificates of indebtedness, and repurchase agreements.

Market values will be provided no less frequently than monthly for both the Primary Liquidity Portfolio and the Total Return Portfolio.

XII. DEBT MANAGEMENT POLICIES

A. The Chief Financial Officer or their designee structures all debt issuances and oversees the on-going management of all County debt. Debt includes general obligation bonds, warrants, lease purchase obligations, revenue bonds, special assessment obligations, promissory notes, equipment financing agreements, and any other contractual arrangements that obligate the County to make future principal and interest payments.

B. No debt shall be issued for which the County is not confident that a sufficient specifically identified revenue source is available for repayment. The Chief Financial Officer or their designee shall prepare an analysis of the source of repayment prior to issuance of any debt.

C. The County will not use long-term debt to fund current operations or to balance the budget.

D. The County may utilize short-term debt as permitted, to cover temporary shortage due to timing of cash flows which may result from delay in receiving grant proceeds or other revenues and delay in issuance of long term debt. Any short term debt, however, must be fully repaid the same year it is issued.

E. When issuing long-term debt, the County will ensure that the debt is soundly financed by:

1. Incurring debt only when necessary for capital improvements too large to be financed from current available resources,
2. Insuring that capital projects financed through long term debt shall be financed for a period not to exceed the useful life of the project,

3. Determining that the benefits of the project financed exceed the cost of financing including interest costs,

4. Analyzing source of repayment, debt coverage ratios, and the impact of debt service on annual fixed costs prior to issuance of long term debt.

5. All bond/warrant issuances and promissory notes will be authorized by resolution of the Commission.

6. The County will comply with all debt limitations imposed by the Constitution of Alabama and the Code of Alabama. In addition, long-term debt payments shall not exceed 10 percent of General Fund operating revenues.

7. The County will strive to reestablish and improve its credit ratings.

8. The County will strive to maintain debt coverage ratios and percentages that improve the County's credit ratings.

9. The County will comply with all bond covenants, arbitrage requirements, disclosure, and other requirements specified by law.

XIII. ACCOUNTING AND FINANCIAL REPORTING POLICIES

A. The County will comply with the following accounting and reporting standards:

a. Generally Accepted Accounting Principles (GAAP) developed by the Governmental Accounting Standards Board and the Financial Accounting Standards Board;

b. Government Accounting, Auditing and Financial Reporting standards prescribed by the Government Finance Officers Association (GFOA);

c. Government Accounting Standards, issued by the Comptroller General of the United States;

- d. Code of Alabama relating to Municipal finance; and
 - e. U.S. Office of Management and Budget (OMB) Circular A-133.
- B. Monthly financial reports summarizing financial activity by fund will be presented to the Chairman of Finance Committee and Commission.
- C. A system of internal controls and procedures will be maintained to provide reasonable assurance of the safeguarding of assets and proper recording of financial transactions and compliance with applicable laws and regulations.
- D. In accordance with State law, a comprehensive financial audit, including an audit of federal grants when applicable, will be performed annually by an independent public accounting firm with the objective of expressing an opinion on the County's financial statements and assessing the accounting principals used and evaluating the internal controls in place.
- E. The County will prepare its financial statements and maintain its accounting and internal control systems in accordance with applicable standards with the goal of obtaining an unqualified opinion from its auditors.
- F. All departments will provide notice of all significant events and financial and related matters to the Chief Financial Officer or their designee for the County's annual disclosures to the municipal markets as required by SEC Regulation 15-C-2-12. Full disclosure will be provided in the financial statements and bond representations as applicable. Significant events include delinquencies and defaults related to the County's bonds, adverse tax opinions or events affecting the tax exempt status of bonds, the release, substitutions or sale of property securing repayment of bonds and other events having a significant impact on the County's finances and outstanding bonds. The Chief Financial Officer or their designee will notify all Nationally Recognized Municipal Securities Information Repositories of these significant events.
- G. The County's asset capitalization policy is to capitalize and depreciate assets greater than \$5,000 with a useful life beyond one year. Capital assets costing less than \$5,000 or having a useful life of one year or less will be treated as operating expenditures.

CALENDAR OF KEY DATES

- October 1 - Start of Fiscal Year
 - January 1 - County Manager should present inventory and assessment of County facilities, rolling stock, and equipment to Commission
 - March 15 - County Manager should present Capital Improvement Program and any proposed updates to Commission
 - First commission meeting in April - Commission should hold a public hearing on Capital Improvement Program
 - Second Finance Committee meeting in April - Chief Financial Officer and the Finance Committee should conduct mid-year review of budget and County's finances
 - First Commission meeting in May - County Manager should submit recommendations on the CIP and any proposed updates to Commission
 - Second Commission meeting in May - Commission, take final action on the CIP
 - July 1 - Agencies, Department Heads and County Boards should submit both operating and capital budget requests to the Budget Management Office
 - First Commission meeting in August - Chairman of Finance Committee should submit proposed budget to Commission
 - Second Commission meeting in August - Finance Committee should commence budget hearings
 - September 1 - County Manager and Finance Committee should submit proposed budget to Commission
 - Second Commission meeting in September - Commission should take final action on proposed budget
- Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Thereupon the Commission Meeting was adjourned to meet Tuesday, October 11, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk