

STATE OF ALABAMA)

JEFFERSON COUNTY) November 2, 2010

The Commission met in regular session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 George F. Bowman  
District 2 Shelia Smoot  
District 3 Bobby Humphries  
District 4 Bettye Fine Collins  
District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the Minutes of October 26, 2010, be approved.  
Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries

Motion was made by Commissioner Humphries seconded by Commissioner Carns that two item(s) of New Business be added at the end of the regular agenda items. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

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STAFF DEVELOPMENT

Multiple Staff Development

Emergency Management Agency - 8 participants Eight IMT Members - 5 day meal ticket only	Emmitsburg, Maryland E947: IEMC: EOC/IMT Interface November 28 - December 3, 2010	\$781.60
Family Court - 3 participants Georgia Watkins Kim McAdory Tiffany Roper	Birmingham, Alabama Early Developmental Disorders Resulting from Abuse Training November 10, 2010	\$149.00 \$149.00 \$149.00
Tax Assessor - 2 participants John Powe Gaynell Hendricks	Orange Beach, Alabama AAA Conference 2010 Bankruptcy Course August 8-13, 2010	\$617.80 \$907.00
Tax Assessor - 2 participants John Powe Gaynell Hendricks	Hoover, Alabama Course taken from Auburn University Center for Gov't Services Various Dates - January - August, 2010	\$325.00 \$325.00
Tax Assessor - 11 participants Sandra Rice Dwight Stone Brenda Shaw Pamela Childers Russell Christie Amanda Cooper Mildred Densmore Cheryl Goodman Dunklin Annie Hall Barbara Henderson Shelia Nixon	Auburn, Alabama Courses taken from Auburn University Center for Gov't Services Various Dates - May - September, 2010	\$275.00 \$200.00 \$225.00 \$275.00 \$125.00 \$275.00 \$125.00 \$225.00 \$200.00 \$275.00 \$275.00

Individual Staff Development

Duan King	EMA	Emmitsburg, Maryland E047: IEMC: EOC/IMT Interface November 28 - December 3, 2010	\$982.98
Karla Williams	Family Court	Gadsden, Alabama Professional Ethics for Counselors & Human Service Providers October 29, 2010	\$55.00
John Baylor	Gen Svs	Wetumpka, Alabama Alabama Fire Sprinkler Assn.: Certification for fire sprinkler testing November 18, 2010	\$400.00
William Rogers	Gen Svs	Orlando, Florida APCO/NENA Florida Chapters Annual Conference	\$1,686.81

November 7-12, 2010

Cynthia Vines Butler	Probate Court	Birmingham, Alabama Alabama Probate Judges Assn. Winter Conference January 9-12, 2011	\$325.00
Wesley Scott Moore	Revenue	New York & Schenectady, New York Audit UBS Financial Services & Sandell Manufacturing, Inc. November 13-20, 2010	\$2,557.55
Kenneth M. Burton	Roads & Trans	Prattville, Alabama 2010 Fall County Engineers Meeting November 15-16, 2010	\$50.00
Jeff Moehring	Roads & Trans	Birmingham, Alabama Federal & State Laws Related to Land Surveying in Alabama November 10, 2010	\$125.00
Richard Green	Tax Assessor	Bessemer, Alabama Intro to Licensing Process December 1-3, 2010	\$200.00

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the Staff Development be approved. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

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

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

1. COOPER GREEN MERCY HOSPITAL FROM JEFFERSON CLINIC, P.C., BIRMINGHAM, AL, TO PAY FOR INVOICES 010-022 AND 010-019 SERVICE ALREADY RENDERED: INDEPENDENT CONTRACTOR HILL AND HUNT.  
SAP PURCHASE ORDER # 2000048587            \$14,250.00    TOTAL
2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MCPHERSON OIL COMPANY FUELMAN OF ALABAMA, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR GASOLINE, DIESEL AND FUEL SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048629  
\$5,000.00    TOTAL                      REFERENCE BID # 110-10
3. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE BRIDGE DIVISION FROM KIRKPATRICK CENTRAL CONCRETE, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR READY MIXED CONCRETE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048573  
\$20,000.00    TOTAL                      REFERENCE BID # 207-08
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM DEPUTY ORTHOPAEDICS, ATLANTA, GA, TO PAY INVOICE FOR LEFT SHOULDER HUMERAL, HEAD AND STEM IMPLANTED IN PATIENT: S. BENT.  
SAP PURCHASE ORDER # 2000048551            \$5,224.00    TOTAL
5. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM JOHNSON AND JOHNSON, ATLANTA, GA, FOR PURCHASE OF THERMACHOICE # TC003. SAP PURCHASE ORDER # 2000048389            \$5,449.00    TOTAL  
REFERENCE BID # 26-09
6. JEFFERSON REHABILITATION AND HEALTH CENTER (JRHC) FROM GAYMAR INDUSTRIES, BUFFALO, NY, FOR MATTRESS RENTAL/BED/SPECIAL EQUIPMENT FOR FISCAL YEAR 10/1/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000048654            \$12,000.00    TOTAL                      REFERENCE BID # 25-10
7. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA, FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR WORK UNIFORMS FOR FISCAL YEAR 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048658  
\$8,417.58    TOTAL                      REFERENCE BID # 151-08
8. COOPER GREEN MERCY HOSPITAL - LINEN DEPARTMENT FROM UNIFORMS - SUPPLIES DIRECT, COLUMBUS, GA, FOR PATIENT GOWNS. SAP PURCHASE ORDER # 2000048690            \$5,036.40    TOTAL
9. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM MALLINCKRODT INCORPORATED, CARLSBAD, CA, CONTRACT RENEWAL FOR VENTILATOR MAINTENANCE FOR THE PERIOD OF 10/1/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000048668            \$18,518.40    TOTAL                      REFERENCE BID # 121-09

10. GENERAL SERVICES FROM THE STATE OF ALABAMA DEPARTMENT OF LABOR, MONTGOMERY, AL, FOR STATE INSPECTION FOR ELEVATORS, BOILERS AND PRESSURE VESSELS FOR FISCAL YEAR 10/1/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000048692            \$12,500.00    TOTAL
11. COOPER GREEN MERCY HOSPITAL (CORONER) FROM STEEL CITY MORTUARY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CORPSE TRANSPORT FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048714  
\$70,125.00    TOTAL        REFERENCE BID # 201-09
12. COOPER GREEN MERCY HOSPITAL (GENERAL SERVICES) FROM TRONEX INCORPORATED, PARSIPPANY, NJ, CONTRACT RENEWAL FOR GLOVES, GENERAL SERVICES (VINYL AND LATEX EXAM) FOR THE PERIOD OF 11/2/10 TO 9/30/11. REFERENCE BID # 223-10            \$30,000.00    TOTAL
13. JEFFERSON REHABILITATION AND HEALTH CENTER (JRHC) FROM REGIONAL BIOMEDICAL LABORATORY, GADSDEN, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LAB TESTING SERVICES. SAP PURCHASE ORDER # 2000043283            \$13,000.00    TOTAL        REFERENCE RFP # 82-10  
COMMISSION APPROVED ON 5/11/10.
14. COOPER GREEN MERCY HOSPITAL FROM CHROMCRAFT C/O AL INTERIORS, BIRMINGHAM, AL, FOR LOUNGE ROOM FURNITURE. SAP PURCHASE ORDER # 2000048671            \$16,582.32    TOTAL  
STATE OF ALABAMA CONTRACT # T-390
15. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM LOWES, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR PORTLAND CEMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 3/3/11. SAP PURCHASE ORDER # 2000048660            \$7,000.00    TOTAL        REFERENCE BID # 86-08
16. ROADS AND TRANSPORTATION BRIDGE MAINTENANCE DIVISION FROM G & R MINERAL SERVICES, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR CRANE RENTAL ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048686            \$10,000.00    TOTAL        REFERENCE BID 179-10
17. GENERAL SERVICES ADMINISTRATION FROM PARTNERS ELEVATOR SERVICE, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR ELEVATOR MAINTENANCE FOR THE PERIOD OF 11/1/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000048715            \$41,701.00    TOTAL        REFERENCE BID # 138-10
18. GENERAL SERVICES ADMINISTRATION FROM KONE INCORPORATED, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR ELEVATOR MAINTENANCE FOR THE PERIOD OF 11/1/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000048721            \$69,410.00    TOTAL        REFERENCE BID # 138-10
19. GENERAL SERVICES ADMINISTRATION FROM PARTNERS ELEVATOR SERVICE, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR ELEVATOR MAINTENANCE FOR THE PERIOD OF 11/1/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000048724            \$15,168.00    TOTAL        REFERENCE BID # 138-10
20. INFORMATION TECHNOLOGY ADMINISTRATION FROM LATG INCORPORATED, NEW ORLEANS, LA, MAINTENANCE/SUPPORT FOR DATA CENTER SIXTY (60) DAY EXTENSION RENEWAL FOR THE PERIOD OF 10/1/10 TO 11/30/11. REFERENCE BID # 221-09            \$26,250.00    TOTAL
21. INFORMATION TECHNOLOGY ADMINISTRATION FROM B & L ASSOCIATES INCORPORATED, NEEDHAM, MA, MAINTENANCE/SUPPORT FOR TIME ACCOUNTING AND TAPE LIBRARY SOFTWARE SIXTY (60) DAY EXTENSION RENEWAL FOR THE PERIOD OF 10/1/10 TO 11/30/11. REFERENCE BID # 193-09            \$1,900.00    TOTAL
22. INFORMATION TECHNOLOGY ADMINISTRATION FROM ATTACHMATE CORPORATION, SEATTLE, WA, MAINTENANCE/SUPPORT ATTACHMATE BUNDLE MAINTENANCE THIRTY (30) DAY EXTENSION RENEWAL FOR THE PERIOD OF 11/1/10 TO 11/30/11. REFERENCE BID # 191-09            \$4,680.82    TOTAL
23. INFORMATION TECHNOLOGY ADMINISTRATION FROM DECISION SUPPORT, DALLAS, TX, MAINTENANCE/SUPPORT EZSPEC DARGAL SIXTY (60) DAY EXTENSION RENEWAL FOR THE PERIOD OF 10/1/10 TO 11/30/10.    REFERENCE BID # 192-09            \$5,242.46    TOTAL
24. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA, FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR WORK UNIFORMS FOR FISCAL YEAR 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048752  
\$6,389.18    TOTAL
25. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, TO PAY FOR FUEL TANK PROBE REPLACEMENT UNDER FUEL AND FUEL SERVICES.  
SAP PURCHASE ORDER # 2000048843            \$27,134.95    TOTAL        REFERENCE BID # 210-07
26. EMERGENCY MANAGEMENT AGENCY (EMA) FROM SOUTHERN LILAC, BIRMINGHAM, AL, FOR RADIO SERVICE.  
SAP PURCHASE ORDER # 2000048338            \$7,700.00    TOTAL
27. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCE-ONE HEALTHCARE, MENTOR, OH, CONTRACT

- RENEWAL FOR MAINTENANCE: PROCESSOR, LASER EQUIPMENT AND RELATED ITEMS FOR THE PERIOD OF 11/2/10 TO 9/30/11. REFERENCE BID # 224-10           \$29,430.00   TOTAL
28. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM GLOBAL PHARMACEUTICAL SOLUTIONS LLC, CLAYTON, MO, FOR PHARMACEUTICAL CLAIMS AND BENEFITS ADMINISTRATION. SAP PURCHASE ORDER # 2000048820 \$90,000.00   TOTAL                   REFERENCE BID # 328-07
29. COOPER GREEN MERCY HOSPITAL GENERAL SERVICES FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FOR WASTE COLLECTION AND DISPOSAL SERVICE. SAP PURCHASE ORDER # 2000048773       \$60,000.00   TOTAL  
REFERENCE BID # 175-10
30. JEFFERSON REHABILITATION AND HEALTH CENTER FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FOR WASTE COLLECTION AND DISPOSAL SERVICE. SAP PURCHASE ORDER # 2000048772       \$28,000.00   TOTAL  
REFERENCE BID # 175-10
31. COOPER GREEN MERCY HOSPITAL GENERAL SERVICES FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, FOR MECHANICAL WATER TREATMENT. SAP PURCHASE ORDER # 2000048759           \$10,980.00   TOTAL  
REFERENCE BID # 271-08
32. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, FOR MECHANICAL WATER TREATMENT. SAP PURCHASE ORDER # 2000048757           \$6,216.00   TOTAL  
REFERENCE BID # 271-08
33. GENERAL SERVICES FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, FOR FILTERS.  
SAP PURCHASE ORDER # 2000048751       \$7,228.50   TOTAL       REFERENCE BID # 146-08
34. GENERAL SERVICES FROM CENTURY-LINK, CAROL STREAM, IL, FOR MONTHLY TELEPHONE SERVICE.  
SAP PURCHASE ORDER # 2000048739       \$18,500.00   TOTAL
35. GENERAL SERVICES FROM METRO TRUCK RENTAL, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR VAN RENTAL FOR LARGE CARGO ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11.  
SAP PURCHASE ORDER # 2000048802       \$10,000.00   TOTAL                   REFERENCE BID # 186-10
36. ROADS AND TRANSPORTATION BRIDGE MAINTENANCE/CONSTRUCTION FROM NEXAIR LLC, MEMPHIS, TN, FOR OXYGEN, ACETYLENE AND OTHER GASES. SAP PURCHASE ORDER # 2000048928   \$5,800.00   TOTAL  
REFERENCE BID # 1-09
37. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM BIRMINGHAM TOWING AND RECOVERY, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR WRECKER AND TOWING SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048875  
\$8,000.00   TOTAL       REFERENCE BID # 48-09
38. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM S & H GLASS, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE GLASS REPAIR ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048876       \$15,000.00   TOTAL
39. ROADS AND TRANSPORTATION FLEET MANAGEMENT FOR GCR TRUCK TIRE CENTERS, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR TIRE RECAPPING AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048902   \$130,000.00 TOTAL       REFERENCE BID # 208-09
40. FINANCE: SEWER BILLING FROM CITY OF IRONDALE, IRONDALE, AL, FOR IRONDALE WATER READINGS FOR FISCAL YEAR 2010-2011. SAP PURCHASE ORDER # 2000048823           \$70,000.00   TOTAL
41. FINANCE: SEWER BILLING FROM CITY OF TRUSSVILLE, TRUSSVILLE, AL, FOR TRUSSVILLE WATER METER READINGS FOR FISCAL YEAR 2010-2011. SAP PURCHASE ORDER # 2000048822 \$80,000.00   TOTAL
42. COOPER GREEN MERCY HOSPITAL FROM APPLETREE HME, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR PARENTERAL NUTRITION FOR FISCAL YEAR 2010 - 2011. SAP PURCHASE ORDER # 2000048824  
\$21,000.00   TOTAL
43. YOUTH DETENTION: ADMINISTRATION FROM MULLINS BUILDING PRODUCTS, BIRMINGHAM, AL, FOR PVC STRIPS TRAFFIC PASS THRU DOOR SYSTEM. SAP PURCHASE ORDER # 2000048912       \$5,050.00   TOTAL
44. ROADS AND TRANSPORTATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, FOR PSA BUILDING AUTOMATION-VARIOUS BUILDINGS FOR FISCAL YEAR 2010 - 2011. SAP PURCHASE ORDER # 2000048912  
\$608,780.00   TOTAL
45. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, TO PAY FOR ALL LEGAL AND DISPLAY ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000048955  
\$13,000.00   TOTAL
46. LAND DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, TO PAY FOR ADVERTISING SERVICES.

SAP PURCHASE ORDER # 2000048943 \$10,000.00 TOTAL

47. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, CONTRACT RENEWAL FOR HEMATOLOGY ANALYZERS AND REAGENT SUPPLIES FOR THE PERIOD OF 11/2/10 TO 9/30/11.

REFERENCE BID # 204-10 \$ 82,500.00 ANALYZERS  
 40,000.00 REAGENTS  
 \$122,500.00 TOTAL

48. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM FISHER/ABBOTT, HOUSTON, TX, CONTRACT RENEWAL FOR CHEMISTRY ANALYZERS AND REAGENT SUPPLIES FOR THE PERIOD OF 11/2/10 TO 9/30/11.

REFERENCE BID # 203-1OR \$385,000.00 ANALYZERS  
 100,000.00 REAGENTS  
 \$485,000.00 TOTAL

49. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM NOVIS PHARMACEUTICALS, ATLANTA, GA, CONTRACT RENEWAL FOR RHOPHYLAC, 300 MCG FOR THE PERIOD OF 11/2/10 TO 9/30/11. REFERENCE BID # 25-10

\$3,400.00 TOTAL

50. COOPER GREEN MERCY HOSPITAL (AMBULATORY CLINIC) FROM RURAL METRO, BESSEMER, AL, CONTRACT RENEWAL FOR AMBULANCE SERVICE FOR THE PERIOD OF 11/2/10 TO 9/30/11. REFERENCE BID # 5-11

\$125,000.00 TOTAL

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the Purchasing Minutes be approved.

Voting "Aye" Bowman, Humphryes, Carns, Collins and Smoot.

JEFFERSON COUNTY COMMISSION  
 Finance Department  
 Unusual Demands  
 11/2/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CARE PLAN MANUALS FOR MDS COORDINATORS	CO HOME: GENERAL ADMIN	198.00	1900044395
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FLYERS, NOTE PADS, PENS, ETC.	CO HOME: GENERAL ADMIN	99.83	1900044381
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DISINFECTANT	CORONER/MEDICAL EXAMINER	138.01	1900044284
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CLOROX	CORONER/MEDICAL EXAMINER	22.99	1900044286
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ADVERTISEMENT IN YEAR BOOK	CO HOME: HUMAN RESOURCES	100.00	1900044643
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LANDFILL DUMPING FEE	CO HOME: PLANT OPERATIONS	10.00	1900044415
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SCRUB PADS	CORONER/MEDICAL EXAMINER	11.97	1900044457
DISTRICT 1	1000193	JEFFERSON CO TREASURER	QUARTERS & DOLLARS; BINGO FOR PATIENTS	CO HOME: PATIENT ACTIVITY	35.00	1900044642
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING; MDS COORDINATOR TRAINING.	CO HOME: MATERIAL MANAGEMENT	13.00	1900044384
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING; MDS COORDINATOR TRAINING.	CO HOME: MATERIAL MANAGEMENT	13.00	1900044384
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SCRUB PADS	CORONER/MEDICAL EXAMINER	11.97	1900044457
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LANDFILL DUMPING FEE	CO HOME: PLANT OPERATIONS	10.00	1900044415
DISTRICT 1	1003606	ESTATE OF VALESTA DUNN	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	1,192.43	1900044435
DISTRICT 1	1026553	MINNIE DOSS	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	3,025.00	1900044436
DISTRICT 1	1026554	ESTATE OF CLARA AUSTIN	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	751.44	1900044437
*DISTRICT 1					5,632.64	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SESWA ANNUAL CONFERENCE-A C ALREY	LAND DEVELOPMENT	14.98	1900044443
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SESWA ANNUAL CONFERENCE-ZHALEH MCCULLERS	LAND DEVELOPMENT	14.98	1900044444
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DAVID; FIBER CABLES	INFO TECH: TECHNICAL SERVICES	47.16	1900044453
*DISTRICT 2					77.12	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HITCHBALL, WHISTLE, LEVER, BATT,PIPE,TANK, LIC	R&T: HIGHWAY MAINT-BESSEMER	168.88	1900044285
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPLACEMENT OF STOLEN CB RADIO	R&T: HIGHWAY MAINT-BESSEMER	99.99	1900044476
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FLEX DUCT TAPE	R&T: HIGHWAY MAINT-KETONA	20.96	1900044474
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMB -AK- E951: NIMS ICS AH IC TTT	EMERGENCY MANAGEMENT AGENCY	23.15	1900044541
DISTRICT 3	1001020	INTERNATIONAL RIGHT OF	2011 MEMBER DUES-P.TURNER #7896493	R&T: RIGHT OF WAY	215.00	1900044278
DISTRICT 3	1001020	INTERNATIONAL RIGHT OF	2011 MEMBER DUES-A.DODD #7879721	R&T: RIGHT OF WAY	230.00	1900044228
DISTRICT 3	1001020	INTERNATIONAL RIGHT OF	2011 MEMBER DUES-K.STONE #7901989	R&T: RIGHT OF WAY	215.00	1900044277
DISTRICT 3	1001020	INTERNATIONAL RIGHT OF	2011 MEMBER DUES-W.WISE #7901993	R&T: RIGHT OF WAY	215.00	1900044281
DISTRICT 3	1001020	INTERNATIONAL RIGHT OF	2011 MEMBER DUES-K.WATSON #7897709	R&T: RIGHT OF WAY	215.00	1900044279
DISTRICT 3	1001020	INTERNATIONAL RIGHT OF	2011 MEMBER DUES-J. HENDERSON #8425	R&T: RIGHT OF WAY	230.00	1900044227
DISTRICT 3	1001020	INTERNATIONAL RIGHT OF	2011 MEMBER DUES-M.KEY #2435493	R&T: RIGHT OF WAY	230.00	1900044226
DISTRICT 3	1001020	INTERNATIONAL RIGHT OF	2011 MEMBER DUES-D.SHELTON #7901990	R&T: RIGHT OF WAY	215.00	1900044248
*DISTRICT 3					2,077.98	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMB L. HANNAH MILEAGE AUG/SEPT, 2010	HUMAN RESOURCES ADMINISTRATION	34.43	1900044157
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE FOR MAILOUT FOR SEWER BILLING	GEN SVCS: ADMINISTRATION	64.12	1900044587
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE FOR A PACKAGE FOR ENV SER	GEN SVCS: ADMINISTRATION	8.58	1900044496
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMB M. COLEMAN MILEAGE FOR SEPT., 2010	HUMAN RESOURCES ADMINISTRATION	19.44	1900044158
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMB M. COLEMAN MILEAGE FOR SEPT., 2010	HUMAN RESOURCES ADMINISTRATION	19.44	1900044158
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMB L. HANNAH MILEAGE AUG/SEPT, 2010	HUMAN RESOURCES ADMINISTRATION	34.43	1900044157
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB POSTAGE-GARDENDALE & HOMEWOOD	REVENUE	125.45	1900044258
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB POSTAGE-GARDENDALE & HOMEWOOD	REVENUE	125.45	1900044258
DISTRICT 4	1001855	WILEY E SToudenMIRE	REIMB MILEAGE- W. SToudenMIRE-9/20-9/30	REVENUE	18.23	1900044180
DISTRICT 4	1001855	WILEY E SToudenMIRE	REIMB MILEAGE- W. SToudenMIRE-9/20-9/30	REVENUE	18.23	1900044180
DISTRICT 4	1003506	TANJAWANIA HURST	REIMB MILEAGE-T.HURST- 9/14-9/29	REVENUE	32.40	1900044178
DISTRICT 4	1003506	TANJAWANIA HURST	REIMB MILEAGE-T.HURST- 9/14-9/29	REVENUE	32.40	1900044178
DISTRICT 4	1006045	CHARLIESTEAN LEWIS	REIMB MILEAGE-C. LEWIS-7/14-9/30	REVENUE	48.20	1900044181
DISTRICT 4	1018512	DONALD RICHARD WILLIAMS	REIMB MILEAGE-DON WILLIAMS -9/17-9/24	REVENUE	62.37	1900044182
DISTRICT 4	1018512	DONALD RICHARD WILLIAMS	REIMB MILEAGE-DON WILLIAMS -9/17-9/24	REVENUE	62.37	1900044182
DISTRICT 4	1020107	ECON DEV ADM/US DEPT OF	EDA RLF INT SEQUEST FD GRANT# 04-39-03391.02	ECON DEV LN COUNTY	327.29	1900044638
DISTRICT 4	1020107	ECON DEV ADM/US DEPT OF	EDA RLF INT SEQUEST FD GRANT# 04-39-03391.02	ECON DEV LN COUNTY	327.29	1900044638
DISTRICT 4	1021013	DEMETRIUS L PRICE	REIMB MILEAGE-D.PRICE 9/15-9/30	REVENUE	62.37	1900044640
*DISTRICT 4					1,422.49	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE FOR ALARM CALL OUT	ES: TURKEY CREEK WWTP	6.89	1900044355
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POWER CORD,PLUMBERS TORCH,CAB TIES,GREASE	ES: PACKAGE WWTP & PUMP STATIO	486.86	1900044461
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE	ES: TURKEY CREEK WWTP	9.72	1900044438
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING	ES: INSTRUMENT SHOP	11.13	1900044574
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GRAPHITE GREASE	ES: TRUSSVILLE WWTP	180.00	1900044583
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR CONCRETE METER BOX	ES: LEEDS WWTP	72.90	1900044472

DISTRICT 5	1000193	JEFFERSON CO TREASURER	UV BRUSHES, FORM SUPPLIES, CONNECTOR	ES: TRUSSVILLE WWTP	107.84	1900044475
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NIPPLES, BALL VALVES FOR WARRIOR	ES: TURKEY CREEK WWTP	51.48	1900044572
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLASS A CDL RENEWAL	ES: BIOSOLIDS HANDLING	30.00	1900044473
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE,PLYWOOD,LUMBER,GREASE CONT	ES: PACKAGE WWTP & PUMP STATIO	486.68	1900044542
*DISTRICT 5					1,443.50	
JOINT RESPON	1000193	JEFFERSON CO TREASURER	MILEAGE - MONTGOMERY (CADILLAC JACK)	COUNTY ATTORNEY	78.17	1900044466
JOINT RESPON	1000193	JEFFERSON CO TREASURER	REIMB RECORDING FEE ON REQUIRED NOTARY	PROBATE COURT	18.00	1900044188
JOINT RESPON	1000193	JEFFERSON CO TREASURER	BINDING/COPYING FOR JEFFCO PRESENTAITON	PROBATE COURT	54.50	1900044458
JOINT RESPON	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT FOR S. J. RHODES	PROBATE COURT	14.58	1900044184
JOINT RESPON	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT FOR SHERRI C. FRIDAY	PROBATE COURT	20.02	1900044185
JOINT RESPON	1000193	JEFFERSON CO TREASURER	NOTARY BOND REIMB FOR MARY ROBERSON	PROBATE COURT	50.00	1900044187
JOINT RESPON	1000193	JEFFERSON CO TREASURER	CERTIFICATE/PHOTO FRAMING JUDGES OFFICE	PROBATE COURT	47.26	1900044459
JOINT RESPON	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT FOR SHERRI C. FRIDAY	PROBATE COURT	20.02	1900044185
JOINT RESPON	1000193	JEFFERSON CO TREASURER	REIMB RECORDING FEE ON REQUIRED NOTARY	PROBATE COURT	18.00	1900044188
JOINT RESPON	1000193	JEFFERSON CO TREASURER	NOTARY BOND REIMB FOR MARY ROBERSON	PROBATE COURT	50.00	1900044187
JOINT RESPON	1000193	JEFFERSON CO TREASURER	BINDING/COPYING FOR JEFFCO PRESENTAITON	PROBATE COURT	54.50	1900044458
JOINT RESPON	1000193	JEFFERSON CO TREASURER	CERTIFICATE/PHOTO FRAMING JUDGES OFFICE	PROBATE COURT	47.26	1900044459
JOINT RESPON	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT FOR S. J. RHODES	PROBATE COURT	14.58	1900044184
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	GEOFFREY PARKER MILITARY CONVERSION	SHERIFF ENFORCE-BIRMINGHAM	3,121.10	1900044464
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	JOHN LEON, JR. MILITARY CONVERSION	SHERIFF ENFORCE-BIRMINGHAM	166.40	1900044465
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	JOHN LEON, JR. MILITARY CONVERSION	SHERIFF ENFORCE-BIRMINGHAM	166.40	1900044465
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	GEOFFREY PARKER MILITARY CONVERSION	SHERIFF ENFORCE-BIRMINGHAM	3,121.10	1900044464
JOINT RESPON	1000301	INTL ASSOC OF ASSESSING	2011 MEMBERSHIP DUES	BD OF EQUAL - BHAM STATE	175.00	1900044611
JOINT RESPON	1001914	JEFF CO ECON & INDUSTRIAL	ANNUAL ALLOCATION 2010-2011	NON-DEPT EXPENDITURES	400,000.00	1900044479
*JOINT RESPON					407,236.89	
**					417,890.62	

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the Unusual Demands be approved. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

Nov-2-2010-1038

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Cooperative Extension System to approve appropriation for regular salaries for FY10-11 funding in the amount of \$115,250.

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into the 1<sup>st</sup> day of October, by and between Jefferson County, Alabama, hereinafter called "the County", and, Alabama Cooperative Extension System, hereinafter call "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the county desires to contract for services for the Jefferson County Extension Office, hereinafter called "County Extension Office", and

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

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

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

2. **SCOPE OF SERVICES:** The contractor shall perform all necessary professional services provided under this contract as required. The Contractor shall provide the following programs in a satisfactory and proper professional manner:

- a. Agricultural Programs
- b. Forestry and Natural Resource Programs
- c. Urban and Nontraditional Programs
- d. Family and Individual Well-being Programs
- e. Community and Economic Development Programs
- f. 4-H Youth Development Programs

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render the professional services listed above to the County at any time after the effective date of this Contract.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered as follows: a. The County shall pay the contractor a total of \$115,250.00 to be paid with twelve monthly payments of one (1) \$9,604.13 and eleven (11) \$9,604.17 upon execution of this Contract. b. The Contractor shall use said funds above to help defray the cost of regular salaries for Jefferson County Extension Office.

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

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

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

8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County or damages sustained by virtue of a breach by the Contractor.

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

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

11. INSURANCE: Contract 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.

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

13. 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.

NOTE: The Alabama Cooperative Extension System (ACES) cannot agree to the indemnity provision in paragraph 9. As a state entity protected by sovereign immunity which cannot be waived. ACES cannot effectively agree to pay claims that would be covered by such a provision. ACES will be solely responsible for any liability, claims, loss, damages, injury, costs & Attorneys' fees arising out of educational services provided by Jefferson County Extension Office employees.

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

CONTRACTOR:

W. Gaines Smith, Director

Alabama Cooperative Extension System

Betty Fine Collins, President

Jefferson County Commission

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

Nov-2-2010-1039

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

DISPOSALS:

Family Court:

14000002684	LEXMARK-COLOR LASER PRINTER	Sold (Warehouse for Auction)
14000004991	DOT MATRIX PRINTER	Sold (Warehouse for Auction)
14000006110. .	PERSONAL COMPUTER	Sold (Warehouse far Auction)
16000004546	FOLDER/INSERTER	Sold (Warehouse for Auction)

TRANSFERS:

FLEET:

		FROM DEPT:	TO DEPT:
16000004300	SEDAN 4 DR TAURUS 97 (A975701)	6304	2601
16000001165	SEDAN 4 DR TAURUS 00 (A005702)	6304	2601
16000001166	SEDAN 4 DR TAURUS 00 (A005703)	6304	2601

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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Nov-2-2010-1040

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Meridian Partners, LLC to provide maintenance and support services for the County's SAP ERP software for FY2010-2011 in the amount of \$1,200,000.

AMENDMENT TO CONTRACT/BID RENEWAL

This Amendment to Contract by and between Jefferson County, Alabama (hereinafter referred to as "The Jefferson County Commission") and Meridian Partners, LLC (hereinafter referred to as the "Contractor") to provide maintenance and support services

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract/Bid.

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

This contract results from Jefferson County Request for RFP 78-08. The contract between the parties referenced above, which was approved by the Jefferson County Commission September 23, 2008 and recorded in Minute Book 156, Page 484, is hereby renewed/amended as follows:

Item 1. Amend the Contract Period Term paragraph as follows:

Contract will be effective October 1, 2010 through September 30, 2011.

Item 2. Compensation: The Contractor shall be compensated for service rendered at a cost not to exceed \$1,200,000 annually.

All other terms and conditions of the original contract/bid award response remain the same.

Jefferson County Commission

Betty Fine Collins, President

CONTRACTOR:

J. B. Aleman

Meridian Partners, LLC

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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Nov-2-2010-1041

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 10-1 be approved.

ADMINISTRATIVE ORDER  
OF THE  
JEFFERSON COUNTY COMMISSION  
10-1

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To establish a uniform policy and procedure for employee separation from active County service.

I. DISCUSSION

Separation from active County service can occur voluntarily by resignation or retirement. Involuntary separation results from death, disciplinary action, or reduction in force pursuant to Personnel Board rules and regulations. Currently each County department through their respective payroll coordinators handles separation from County service. This situation leads to inconsistent results and inadequate recordkeeping. Further, there is no procedure in place to account for return of County property or equipment and final accounting for same. The intent of this Administrative Order is to create in the Human Resources Department (HR) a central, countywide, processing station to



ensure that all employees separating from County service comply with the requirements of this Administrative Order. Further, the HR Director shall be responsible for prescribing the procedure and forms for accomplishing all tasks necessary for the timely and effective implementation of this policy. All County department heads are directed to cooperate with the HR Director to ensure the successful functioning of the procedures set forth herein and those that are prescribed by the HR Director.

## II. POLICY

It shall be the policy of Jefferson County to provide centralized control and authority in the HR Department and responsibility for the administration of separating employees from County service in a comprehensive and uniform manner and to maintain all records necessary to accomplish this goal. The HR Director is designated as the responsible official for carrying out the requirements of this policy and procedure.

## III. PROCEDURE

1. All County employees separating from County service whether voluntarily or involuntarily shall be required to comply with this Administrative Order by the effective date of their separation from service.

2. HR shall require that each separating employee complete an exit review on a form prescribed by the HR Director.

3. HR shall receive from the department head the completed exit review form, personnel action form, resignation letter (if applicable), acceptance of resignation letter, and identification badge. The department head must receive all County equipment including cell phones, car keys, identification badges (send id. badge to HR), laptop computers and other equipment from the separating employee, as prescribed in the Employee Separation Procedures, and take the appropriate action to return the equipment to service in the issuing department/division.

4. HR shall take all necessary actions to disable the separating employee's identification badge, computer access, blackberry, cell phone and other devices issued to the employee.

5. HR shall take all necessary actions to coordinate the separating employee's payroll and all other benefits in a timely fashion prior to the effective date of separation.

6. HR shall make available an exit interview survey for exiting employees to voluntarily provide feedback on their employment at Jefferson County Commission and offer ways to possibly make the County a better workplace.

## IV. CONSEQUENCES OF VIOLATION OF POLICY

A separating County employee who violates any provision of this Administrative Order may not be eligible for rehire and may not have left in good standing pursuant to Personnel Board Rule 13.9d(2).

A department head who fails to implement the Employee Separation Procedures required of this Administrative Order may be subject to disciplinary action.

## V. EFFECTIVE DATE

This Administrative Order shall be effective upon adoption.

DONE and ORDERED at the Jefferson County Courthouse,

Birmingham, Alabama this the 2<sup>nd</sup> day of November, 2010.

BETTYE FINE COLLINS, President

Jefferson County Commission

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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Nov-2-2010-1042

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Kelmar & Associates, Inc. to provide employment background investigative services for the period August 1, 2010 through July 31, 2011 in the amount of \$50,000. No additional funds required.

### AMENDMENT TO CONTRACT

#### AMENDMENT NO. 2

This Amendment to Contract entered into this 1<sup>st</sup> day of August, 2010 by and between Jefferson County, Alabama through the Human Resources (hereinafter referred to as the "Jefferson County Commission") and Kelmar and Associates, Inc. (hereinafter referred to as the "Contractor").

#### WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

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

Item 3. Amend the Terms paragraph as follows: This contract will be effective August 1, 2010 through July 31, 2011.

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

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President  
Jefferson County Commission

CONTRACTOR:

Kelly E. Riddle, President

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

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Nov-2-2010-1043

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Ms. Pauline Hilton to serve on the Concord Fire District Board of Trustees, beginning upon approval and ending October, 2015, be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

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Nov-2-2010-1044

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Ms. Janet Clayton to serve on the Forestdale Fire District Board of Trustees, beginning upon approval and ending September 30, 2015, be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

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Nov-2-2010-1045

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Jefferson County Commission to appoint Mr. Darryl Tavel and Mr. Jamie McKinnon to serve on the Jefferson County 911 Emergency Communications District Board of Commissioners upon approval through October 30, 2014, be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

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Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 806' of buried cable at Cherry Avenue from Smithfield Drive to Chevelle Street in the Forestdale area.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above Utility Permits be approved. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

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Nov-2-2010-1046

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer  
Department: Roads & Transportation  
Date: October 22, 2010  
Purpose: Payment for Court Reporter  
In the matter of Jefferson County v. Bruce D. Irwin  
Patton Chapel Road Project  
Agent: James F. Henderson, Jr.  
Price: \$1,332.25  
Pay to the order of: Muir Reporting Group, LLC  
Mailing Address: 950 22<sup>nd</sup> Street North, Suite 638  
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 Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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Nov-2-2010-1047

WHEREAS, Jonathan Porter desires to serve on the Jefferson County Economic and Industrial Development Authority Board.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jonathan Porter to serve on the Jefferson County Economic and Industrial Development Authority Board, completing the unexpired four (4) year term of current appointee George Bowman which caused a vacancy due to his election to the Jefferson County Commission, with the remaining term becoming effective immediately and ending October 31, 2013, be and hereby is approved.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins, Humphries and Smoot.

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Nov-2-2010-1048

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Oracle America, Inc. to provide technical support services beginning October 25, 2010 and ending October 24, 2011 in the amount of \$163,703.83.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins, Humphries and Smoot.

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and American Cadastre, LLC (AMCAD) to provide support for AiLIS software for Probate Court for FY10-11 in the amount of \$159,293. No additional funds required.

AMCAD Software Maintenance & Update Agreement

THIS SOFTWARE MAINTENANCE & UPDATE AGREEMENT is made the 8't day of, 2010 between AMERICAN CADASTRE, LLC (d/b/a "AMCAD") of 220 Spring Street, Ste 150, Herndon, VA 20170 and the Customer identified below whereby AMCAD is to provide the services specified in this Agreement. This agreement consists of the cover page(s) and 20 Paragraphs.

NAME OF CUSTOMER: Jefferson County Probate Judge's Office

ADDRESS: 716 Richard Arrington, Jr. Blvd. N  
Birmingham, AL 35203

TELEPHONE: 205-325-5203

FACSIMILE: NA

CUSTOMER CONTACTS (Maximum of Two):

- 1) Jackie Rhodes, Chief Clerk
- 2) Willie Wright, Project Manager

SOFTWARE APPLICATIONS: Cashiering, Scanning, Indexing/Verification, Index Rule Enforcement, System Administration, Public Inquiry, E Recording

DESIGNATED SERVER: NA

MAXIMUM NUMBER OF CONCURRENT USERS: Unlimited (for Probate Offices, Tax Assessor and Board of Equalization)

SOFTWARE UPDATES: Included for the purchased AiLIS Software Version of the modules licensed and designated above under Software Applications.

SOFTWARE MAINTENANCE: Included while under Software Maintenance & Update Agreement.\$200.00 per hour outside of the Principal Period of Support after Initial Period.

\$ 159,293 1<sup>st</sup> year (October 1, 2010 - September 30, 2011);

\$ 167,258 2<sup>nd</sup> year (October 1, 2011 - September 30, 2012);

\$ 175,621 3<sup>rd</sup> year (October 1, 2012 - September 30, 2013);

This Agreement consists of this cover page (the "Cover Page") and the attached terms and conditions 1 through 20 and constitutes the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings written or oral. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR BY LAW, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.

AGREED AND ACCEPTED:

AMCAD

BY: Larry V. Herrman

TITLE: President

BY: Bettye Fine Collins

TITLE: President

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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

Agreement with ADT Security Services, Inc. to provide and maintain electronic security for the Board's offices and other points of entry in need of controlled access for FY2010-2011 in the amount of \$6,325.

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns, Collins and Smoot.

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama, Arthur Green, Jr., District Attorney, Bessemer Division of Jefferson County, Alabama and the Bessemer Cut-Off Advocacy Center, Inc. to provide salary and benefits for the Prevention Education Coordinator, counseling session for victims of child abuse and to purchase of items used to record forensic interviews in the amount of \$75,000. No additional funds required.

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), Arthur Green, Jr., District Attorney, Bessemer Division of Jefferson County, Alabama and the Bessemer Cut-Off Advocacy Center, Inc. (hereinafter called the "Contractees").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations providing counseling services for abused children as resources of the County; and

WHEREAS, the County has determined that it is in the public interest to engage the Contractees to assist in the development and promotion of said County resources by the Child Abuse Prevention Education Program.

NOW THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this agreement shall begin October 1, 2010 and end September 30, 2011.
2. The County shall pay to the Contractees a lump sum payment of \$75,000 each fiscal year.
3. The Contractees shall provide the following services:
  - a. \$45,000 - Provide Salary and benefits for the Prevention Education Coordinator who provides safety and reporting education to children in schools and to the community.
  - b. \$20,000 - Provide counseling sessions need for victims of child abuse.
  - c. \$10,000 - Purchase of tapes and accessories used to record forensic interviews to provide recordings that may be used in court.

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

4. The Contractees shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by the end of each fiscal year whichever shall first occur. .

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

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

7. Contractees and the Contractees 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 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 Contractees nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

8. Either the County or Contractees may for any reason, at his or its option, terminate this agreement by giving thirty (30) days' notice either verbally or in writing.

Such notice shall be given to County at the Jefferson County Courthouse, City of Birmingham, State of Alabama, and to the Contractees at his place of employment.

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

DISTRICT ATTORNEY - BESSEMER DIVISION OF JEFFERSON COUNTY, ALABAMA

Arthur Green, Jr., District Attorney

THE BESSEMER CUT-OFF ADVOCACY CENTER, INC./ THE CLAY HOUSE

Arthur Green, Jr., President

Board of Directors

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1052

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and National Veterans Day in Birmingham. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and National Veterans Day in Birmingham (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes the focus of the National Veterans Day Organization in the Veterans Day ceremonies provide appropriate recognition to Jefferson County veterans and a positive image of the State of Alabama, County of Jefferson and the City of Birmingham to the United States of America; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$1,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds for the 63<sup>rd</sup> annual observance of National Veterans Day celebration in Birmingham.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010 whichever shall first occur.

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

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

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

official as inducement or consideration for this Agreement.

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

National Veterans Day in Birmingham

William M. Voigt, President

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1053

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Council on Aging(hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that organizations that help our senior citizens constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$1,200 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds to cover expenses incurred for the Jefferson County representatives to the Silver Haired Legislature to attend their Annual Sessions in Montgomery.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010 whichever shall first occur.

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Council on Aging

William M. Voigt, Executive Director

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1054

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

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Jefferson County Board of Education (McAdory High School) approved by the Jefferson County Commission on August 10, 2010 (Minute Book: 160; Page:296) is hereby amended as follows:

Amend Paragraph 3 as follows:

Provide funds to be used for a current block wall repair at the side of the football stadium at McAdory High School.

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

Jefferson County, Alabama

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1055

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Adger Volunteer Fire District(hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that volunteer fire departments/districts are valuable resources of the County for fire protection; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to purchase a response boat with trailer that will house their dive team equipment.



NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
  - a. Purchase roofing materials and doors.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Adger Volunteer Fire District

Ronnie Colburn, President of Board

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1056

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jimmie Hale Mission (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes its citizens as one of the most valuable resources of the County and services aimed at providing services to the homeless are resources of the County; and

WHEREAS, the Contractee will assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree

as follows:

1. The term of this Agreement shall begin upon execution hereof and end December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Continue ongoing programs to care for the homeless population in Jefferson County.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Jimmie Hale Mission

Tony Cooper, Executive Director

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

Nov-2-2010-1057

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

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Jefferson County Board of Education (Shades Valley High School) approved by the Jefferson County Commission on July 20, 2010 (Minute Book: 160; Page:223) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end April 1, 2011."

Amend Paragraph 3 as follows:

Provide funds to adequately restore the football field, purchase field equipment and maintenance, team equipment (new or

reconditioning), transportation, game officials or other operational use at Shades Valley High School.

Amend Paragraph 4 to add the following:

“The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by April 1, 2011 whichever shall first occur.”

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

Jefferson County, Alabama

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting “Aye” Humphryes, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1058

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds for a larger and safer playground at Gresham Elementary School.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010 whichever shall first occur.

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1059

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Historical Commission (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes that historical sites as educational and economic resources of the County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds for various projects for the Jefferson County Historical Commission

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010 whichever shall first occur.

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Historical Commission

Linda Nelson, Executive Secretary

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1060

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$7,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds to purchase a mobile computer lab for Bagley School.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by December 31, 2010 whichever shall first occur.

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Nov-2-2010-1061

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #3 to the HOME Program Hickory Ridge Development Agreement (Special Needs Rental Housing for the Elderly) with JCHA Housing and Development Corporation. Hickory Ridge is an affordable housing development for low income households. The purpose of said Amendment #3 is to increase the budget by \$1,018,032.00 to \$3,529,341.00, increase the number of units from 14 to 22 and make technical adjustments. Only federal funds are involved.

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Carns, Humphryes, Bowman, Collins and Smoot.

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Nov-2-2010-1062

Whereas, the Alabama Administrative Office of Courts (A.O.C.) has concluded that under current Alabama Law, the responsibility for court security is the responsibility of the County and the Sheriff, and

Whereas, courtroom security is currently provided by bailiffs and other (employees in the Criminal Division, Domestic Relations and Family Court and these persons are employees of the A.O.C., and

Whereas, the Alabama Administrative Office of Courts has resumed its full responsibility for payment of all employees in the Civil Division of the court and for ,Court Administration, and

Whereas, it is in the best interest of the County for the courts to function with maximum security.

Now, therefore be it resolved by the Jefferson County Commission that the President is hereby authorized to execute on behalf of the County an agreement with the A.O.C. to provide reimbursement to the A.O.C. for employment costs for said employees iin the Birmingham and Bessemer Divisions of the Tenth Judicial Circuit not to exceed tthe maximum amount of \$500,000.00 appropriation for fiscal year 2010-2011.

MEMORANDUM OF AGREEMENT  
BETWEEN THE ADMINISTRATIVE OFFICE OF COURTS  
AND  
THE JEFFERSON COUNTY COMMISSION

This agreement is between the Alabama Administrative Office of Courts (A.O.C.) and the Jefferson County Commission ("Commission"). This agreement is entered into as a result of the recognition by the parties that court security is the responsibility of both the A.O.C. and the County and the Sherif. The bailiffs and other court personnel who provide such security are employees of the State of Alabama but the Commission is making this commitment because without it the Court of Jefferson County could not continue to operate at

their current level of security.

1. The Commission agrees to reimburse the A.O.C. for the total costs of certain A.O.C. employees working in the Courts of Jefferson County, Birmingham and Bessemer Divisions (the "Jefferson County Courts"), in a maximum amount not to exceed \$500,000.00.
2. The specific employees who will be paid from the funds furnished by the Commission are those employees of the various Circuit and District Judges of the Birmingham and Bessemer Divisions of the Court and have been selected and designated by the Presiding Judge of Jefferson County and identified with salaries on Exhibits A and B attached. Some of these employees will be entitled to specific individual merit increases during the term hereof which amounts shall be added as appropriate. As these individuals leave the employment of the Jefferson County Courts, the commission's obligation will be reduced correspondingly. As the vacancies are filled, the County's obligation shall be increased correspondingly, but not to exceed the maximum amount set out in paragraph one, above.
3. This agreement is for the State Fiscal Year of October 1, 2010 until September 30, 2011 and will expire at that time.
4. In a timely manner, the A.O.C, will send an itemized bill to the Presiding Judge of the Tenth Judicial Circuit for audit and preparation for payment.
5. The A.O.C. will immediately notify the Presiding Judge of the Tenth Judicial Circuit and the Chairman of the Commission in the event that the A.O.C. receives funding from the Alabama Legislature or any other source for the purpose of paying security personnel and/or additional operating costs of the Unified Court System. Thereupon, A.O.C. and the Commission shall confer and consider a reduction or termination of the Commission's participation herein.
6. This agreement may be cancelled at will by the Commission upon giving written notice to the A.O.C. at least thirty (30) days prior to such termination.
7. It is understood by the parties that Section 11 of Act No. 2004-562, the General Fund Appropriations Act, authorized counties to make donations, gifts or contributions to state departments and other entities to be automatically re-appropriated to such state departments and other entities for purpose or purposes for which the grant or contribution was or shall be made.
8. It is also understood that failure of any entity or official to make the payments set forth, above will result in the layoff (merit) or termination without prejudice (non-merit) of the affected employees.

IN WITNESS WHEREOF, the parties have executed this agreement this day of , 2010.

ALABAMA ADMINISTRATIVE OFFICE OF COURTS

By: \_\_\_\_\_

Administrative Director of Courts

JEFFERSON COUNTY COMMISSION

By: Bettye Fine Collins

President

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

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Thereupon the Commission Meeting was adjourned to meet Wednesday, November 10, 2010 in Commission Chambers.

\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Minute Clerk

**END OF MINUTE BOOK 160**