

STATE OF ALABAMA)

JEFFERSON COUNTY) September 7, 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 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that the Minutes of August 31, 2010, be approved. Voting "Aye" Humphries, Bowman, Carns and Collins.

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STAFF DEVELOPMENT

Multiple Staff Development

General Services - 2 participants

Steve Sparks	Gulf Shores, Alabama	\$794.99
Rita Rodriguez	Alabama Criminal Justice Information Center Training September 20-23, 2010	\$794.99

Probate Court - 4 participants

Cynthia Vines Butler	Tuscaloosa, Alabama	\$210.00
Alan King	Probate Judges Training Session	\$424.32
Sherry Friday	September 15-17, 2010	\$563.40
S.J. Rhodes		\$684.57

Individual Staff Development

Yolanda Caver	Community Dev	Atlanta, Georgia Flexible Resources, Data-Driven Solutions September 26-30, 2010	\$739.00
James F. Henderson	Roads & Trans	Birmingham, Alabama IRWA On-line Course - Ethics & the Right of Way	\$265.00
Alan K. Dodd	Roads & Trans	Atlanta, Georgia IRWA Course Practical Negotiations for U. S. Federal Funded Land September 19-21, 2010	\$815.00
Russell Christie	Tax Assessor	Orange Beach, Alabama Alabama Assn. of Assessing Officials Conference 2010 & Bankruptcy/Foreclosures Course August 8-13, 2010	\$1,279.00
Brenda Shaw	Tax Assessor	Madison, Alabama AL IX: Personal Property Appraisal Manual May 3-7, 2010	\$643.52

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

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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. GENERAL SERVICES BULK STORES WAREHOUSE FROM GENUINE PARTS/NAPA, BIRMINGHAM, AL, FOR FREON REFRIGERANT, 40 CYLINDERS. SAP PURCHASE ORDER # 7000005075 \$6,399.60 TOTAL
2. COOPER GREEN MERCY HOSPITAL MATERNAL/INFANT FROM UNIFORMS SUPPLIES DIRECT, COLUMBUS, GA, FOR PROFESSIONAL HOSPITAL UNIFORMS FOR LABOR AND DELIVERY. SAP PURCHASE ORDER # 2000045911 \$5,516.50 TOTAL.
3. INFORMATION TECHNOLOGY FROM XEROX CORPORATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LASER PRINTER PAPER. SAP PURCHASE ORDER # 2000037076 \$2,744.00 TOTAL REFERENCE BID # 292-08
4. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP/MAINTENANCE SHOP FROM NEXAIR LLC, MEMPHIS, TN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER DEMURRAGE FOR THE REST OF THE CURRENT FISCAL YEAR. SAP PURCHASE ORDER # 2000040093 \$160.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL FROM RADIOLOGY SAFETY OFFICER BRADLEY S. BRINKLEY, LEEDS, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR RADIOLOGY SAFETY OFFICER FOR THE PERIOD OF 2/17/10 2/16/11. SAP PURCHASE ORDER # 2000041667 \$2,333.34 TOTAL  
MINUTE BOOK 159, PAGE 330.
6. COOPER GREEN MERCY HOSPITAL FROM TRANS UNION CORPORATION CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CREDIT REPORTING AGREEMENT DATE 1/26/2006 12/25/2011. SAP PURCHASE ORDER # 2000041302 \$20,000.00 TOTAL
7. TAX COLLECTOR'S OFFICE FROM ROBINSON ADAMS INSURANCE INCORPORATED, BIRMINGHAM, AL, FOR TAX COLLECTOR'S BOND FOR FISCAL YEAR 2010-2011. SAP PURCHASE ORDER # 2000046804 \$24,745.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM TRC STAFFING SERVICES, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY EMPLOYMENT SERVICES CONTRACT FOR THE PERIOD OF 1/1/10 12/31/10. REFERENCE BID # 2000039490 \$5,000.00 TOTAL REFERENCE BID # 161-09R
9. COOPER GREEN MERCY HOSPITAL FROM CALLAHAN EYE FOUNDATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EYE FOUNDATION SERVICES. SAP PURCHASE ORDER # 2000038896 \$20,000.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL FROM MEDICAL DATA SYSTEMS INCORPORATED, VERO BEACH, FL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR BILLING SERVICES. SAP PURCHASE ORDER # 2000042342 \$50,000.00 TOTAL
11. PERSONNEL BOARD OF JEFFERSON COUNTY FROM SPSS INCORPORATED, CHICAGO, IL, FOR ANNUAL MAINTENANCE AND SUPPORT FOR PASW EXACT AND STATISTICS BASE TESTS. SAP PURCHASE ORDER # 2000046916 \$7,610.19 TOTAL
12. PUMP STATIONS AND OPERATIONS AND MAINTENANCE FROM MANTEK, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ODOR CONTROL CHEMICAL. SAP PURCHASE ORDER # 2000037495 \$3,150.00 TOTAL REFERENCE BID # 8-09
13. GENERAL SERVICES CRAFTS FROM WITTICHEN SUPPLY, BIRMINGHAM, AL, FOR SEMIHERMETIC COMPRESSORS. SAP PURCHASE ORDER # 2000046925 \$6,856.00 TOTAL
14. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM ERGON INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AN AS NEEDED BASIS. SAP PURCHASE ORDER # 2000036250 \$4,000.00 TOTAL  
REFERENCE BID # 277-07
15. COOPER GREEN MERCY HOSPITAL FROM QUALITY PLUS MEDICAL SERVICES INCORPORATED, PELHAM, AL; CONTRACT RENEWAL FOR HOME OXYGEN SERVICES FOR THE PERIOD OF 10/15/10 10/14/11. REFERENCE BID # 216-09 EST. \$66,000.00 TOTAL
16. JEFFERSON REHABILITATION AND HEALTH CENTER FROM QUALITY PLUS MEDICAL SERVICES INCORPORATED, PELHAM, AL, CONTRACT RENEWAL FOR OXYGEN SERVICES FOR THE PERIOD OF 10/15/10 10/14/11. REFERENCE BID # 214-09 EST. \$50,000.00 TOTAL
17. GENERAL SERVICES FROM VEOLIA, MOODY, AL, FOR WASTE COLLECTION AND DISPOSAL SERVICES FOR THE PERIOD OF 10/1/10 - 9/30/11. REFERENCE BID # 175-10 EST. \$116,500.00 TOTAL
18. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, FOR U V BALLAST AND ACCESSORIES. SAP PURCHASE ORDER # 2000046933 \$196,677.60 TOTAL  
REFERENCE BID # 81-09
19. ENVIRONMENTAL SERVICES TRUSSVILLE WWTP FROM JWC ENVIRONMENTAL, BUFORD, GA, FOR REBUILDING

- MUFFIN MONSTER. SAP PURCHASE ORDER # 2000046976 \$24,980.00 TOTAL REFERENCE BID # 210-10
20. PROBATE COURT FROM WEST GROUP, ST. PAUL, MN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR 2009 2010 SUBSCRIPTION TO THOMSON\*WEST PUBLICATIONS.  
SAP PURCHASE ORDER # 2000036715 \$1,354.68 TOTAL
21. GENERAL SERVICES BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR THE RESTOCKING OF PAPER TOWELS AND TISSUE. SAP PURCHASE ORDER # 7000005023 \$24,359.00 TOTAL  
REFERENCE BID # 104-08
22. GENERAL SERVICES BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR THE RESTOCKING OF CAN LINERS. SAP PURCHASE ORDER # 7000005030 \$12,768.00 TOTAL REFERENCE BID # 278-08
23. ENVIRONMENTAL SERVICES FROM OVERHEAD DOOR OF BIRMINGHAM, BIRMINGHAM, AL, FOR REPLACEMENT AND REPAIR OF OVERHEAD DOORS. SAP PURCHASE ORDER # 2000046865 \$9,911.00 TOTAL
24. ECONOMIC DEVELOPMENT WORKFORCE INVESTMENT FROM CTB MCGRAWHILL, CAROL STREAM, IL, TO PURCHASE TWENTY (20) TABS PC 5.0 100 ADMINISTRATIONS SOFTWARE.  
SHOPPING CART # 1000136473 \$14,142.03 TOTAL
25. REVENUE DEPARTMENT FROM NOHAB BUSINESS PRODUCTS, BIRMINGHAM, AL, TO PURCHASE SIX (6) TALLY GENICOM T2250 DOT MATRIX PRINTERS. SAP PURCHASE ORDER # 2000046952 \$5,798.64 TOTAL
26. REVENUE DEPARTMENT FROM OFFICE MANAGEMENT SYSTEM D/B/A LOGISTA, BIRMINGHAM, AL, TO PURCHASE TWELVE (12) OKIDATA MICROLINE 490N DOT MATRIX PRINTERS. SAP PURCHASE ORDER # 2000046954 \$7,452.00 TOTAL
27. TAX COLLECTOR BIRMINGHAM FROM VALLEY PRINTING COMPANY INCORPORATED, BIRMINGHAM, AL, TO PURCHASE 2010 TAX RECEIPTS. SAP PURCHASE ORDER # 2000046935 \$5,537.48 TOTAL

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the Purchasing Minutes be approved. Voting "Aye" Humphryes, Carns, Bowman and Collins.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
9/07/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TRAVEL REIMB FOR AKIRA BYRD- CGAT CONF.	COMMUNITY DEVELOPMENT	2.19	1900043162
*DISTRICT 1					2.19	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SONY KIT; 4GB SDHC FOR 09 LET GRANT	EMA	444.97	1900043233
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH- STAMPS, CAD: TROPHY, MONEY ORDER	EMA	212.05	1900043234
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REEL CARD; CALC KS-1500	R&T: RIGHT OF WAY	22.57	1900043237
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PENS; GLUE	R&T: RIGHT OF WAY	6.48	1900043243
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MISC FUEL, MISC PARTS, VEHICLE TAGS	FLEET MGMT: ADMINISTRATION	243.16	1900043165
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CALCULATOR FOR KETONA MAINTENANCE	R&T: HIGHWAY MAINT-KETONA	41.99	1900043169
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GALVANIZED BOLTS & FENCE TIES FOR BRIDGE DIV	R&T: BRIDGE MAINT/CONSTR	191.08	1900043170
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL-DANNY BANKHEAD (KETONA)	R&T: HIGHWAY MAINT-KETONA	20.25	1900043244
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES-PENCILS; PENS; STAPLE REMOVER	R&T: RIGHT OF WAY	23.15	1900043227
*DISTRICT 3					1,205.70	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CUPS; BALLS; CANDY; IBUPROFEN	YOUTH DETENTION: CUSTODY	143.72	1900043208
DISTRICT 4	1000193	JEFFERSON CO TREASURER	UV BLUE DYE	GEN SVCS: ADMINISTRATION	101.20	1900043224
DISTRICT 4	1000516	BRUCE THOMPSON	RETURN TRAVEL-B. THOMPSON-8/7-8/27/10	REVENUE	146.70	1900043252
DISTRICT 4	1000619	PAULA MITCHELL	REIMB. MILEAGE-P. MITCHELL 6/4-7/2	REVENUE	25.92	1900042974
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	50.20	1900042519
DISTRICT 4	1001355	TRAVIS HULSEY	RETURN TRAVEL-T. HULSEY GFOAA CONF 8/18-20	REVENUE	66.50	1900043167
DISTRICT 4	1001855	WILEY E SToudenMIRE	REIMB. MILEAGE-W. SToudenMIRE 7/13-7/30	REVENUE	61.16	1900042961
DISTRICT 4	1002307	DARRICK WILLIAMS	REIMB. MILEAGE-DARRICK WILLIAMS 5/3-7/23	REVENUE	106.92	1900042967
DISTRICT 4	1018512	DONALD RICHARD WILLIAMS	REIMB. MILEAGE-DON WILLIAMS-7/8-7/19	REVENUE	6.48	1900042977
DISTRICT 4	1021013	DEMETRIUS L PRICE	REIMB. MILEAGE-D. PRICE 7/13-7/28	REVENUE	85.86	1900042978
DISTRICT 4	1021013	DEMETRIUS L PRICE	REIMB. MILEAGE-D-PRICE 6/3/10	REVENUE	17.42	1900042985
DISTRICT 4	1023945	SCOTT SMITH	REIMB. MILEAGE-S. SMITH 7/22/10	REVENUE	8.91	1900042976
*DISTRICT 4					820.99	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT PINT SIZED JUICE BOTTLES FOR SAMPLING	ES: LEEDS WWTP	116.00	1900043030
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT HANGERS FOR ELECTRICAL WIRE	ES: LEEDS WWTP	4.48	1900043031
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NUTS & WASHER;TOOLS;FLANGE;	ES: TRUSSVILLE WWTP	111.03	1900043145
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLANGES;PIPE;BELT;	ES: LEEDS WWTP	297.11	1900043146
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOLS;SCREWS;	ES: TURKEY CREEK WWTP	134.20	1900043147
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOTOROLA 2 WAY; ADVANCED MOWER	ES: VALLEY CREEK WWTP	630.16	1900043158
DISTRICT 5	1000193	JEFFERSON CO TREASURER	8 PIN SOCKET,DRIVER	ES: VILLAGE ELECTRICAL SHOP	29.84	1900043159
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRONICS FOR ALUM PUMPS	ES: TRUSSVILLE WWTP	246.86	1900043160
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE FITTINGS , SCREEN	ES: TURKEY CREEK WWTP	12.39	1900043161
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS	ES: PACKAGE WWTP & PUMP STATIO	299.19	1900043100
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING, TAPE, CARTRIDGES	ES: TRUSSVILLE WWTP	114.36	1900043118
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOLENOID; PARTS; RELAY BASE	ES: PACKAGE WWTP & PUMP STATIO	261.46	1900043213
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES	ES: SURVEY ENG & CONSTRUCTION	30.48	1900043240
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UPS, E500, BATTERY	ES: SANITATION ADMINISTRATION	59.99	1900043225
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;WATER;MANUALS;	ES: FIVE MILE CREEK WWTP	233.71	1900043144
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COPPER;NOZZLE;CARTRIDGES;	ES: FIVE MILE MAINTENANCE SHOP	167.20	1900043148
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SWITCHES; MACHINE BRONZE NUTS	ES: VALLEY CREEK WWTP	568.88	1900043226
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SERVICE CALL; COUPLINGS	ES: VILLAGE CREEK WWTP	514.64	1900043166
DISTRICT 5	1026041	DIANE CLARK	REFUND ON ACCT #W0-100507	FINANCE SEWER SERVICES	22.32	1900043035
DISTRICT 5	1026184	REGINA M CRAWFORD	REFUND ON ACCT #W0-78330	FINANCE SEWER SERVICES	122.90	1900043036
DISTRICT 5	1026187	TMI REAL ESTATE	REFUND ON ACCT #W0-100751	FINANCE SEWER SERVICES	23.72	1900043037
DISTRICT 5	1026188	DAVID GARRETT	REFUND ON ACCT # N5580-720(D)	FINANCE SEWER SERVICES	117.24	1900043038
*DISTRICT 5					4,118.16	
JOINT RESPON	1000193	JEFFERSON CO TREASURER	EMPLOYEES' MILEAGE REIMBURSEMENT	PER BD: TESTING	267.00	1900043102
JOINT RESPON	1000193	JEFFERSON CO TREASURER	LOTION	SHER CORRECT-BIRMINGHAM	33.03	1900043101
JOINT RESPON	1000193	JEFFERSON CO TREASURER	RECORDED LEVIES IN PROBATE COURT	SHERIFF ENFORCE-BIRMINGHAM	80.00	1900043121

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

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Communication was read from Budget & Management recommending the following:

**A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Roads & Transportation \$283,386.52

Shift funds from salaries to operating to fund fuel, tires, oil and other maintenance for the remainder of this fiscal year. No Additional Funds Required.

2. Cooper Green Mercy Hospital \$60,000

Shift funds from salaries to capital and add purchasing memorandum to purchase replacement dietary equipment. No Additional Funds Required.

**B. OTHER BUDGET TRANSACTIONS**

3. Revenue \$1,129

Add purchasing memorandum to purchase a replacement printer. No Additional Funds Required.

4. Roads & Transportation \$40,749.46

Shift funds from capital to clear negative account balances and to cover appraisal services. No Additional Funds Required.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the Budget Amendments be approved. Voting "Aye" Humphryes, Carns, Bowman and Collins.

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Sep-7-2010-821

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, Bettye Fine Collins, be and hereby is authorized, empowered and directed to execute Change Order Number One (1) to the Construction Agreement for the Docena Park Improvements Project (CD08-03F-U02-DPI), dated May 4, 2010, between Jefferson County, Alabama and J. A. Dawson & Co., Inc..

The purpose of Change Order Number One (1) is to increase the construction time an additional seventeen (17) calendar days and an increase of the contract an additional \$1,993.12 for an increase in the scope of work to include an additional 100LF of 40 PVC to avoid existing gas lines, an additional 20LF of 40 PVC to extend pipe to slope for drainage and the removal and disposal of existing chain link fencing that was discovered after under growth was cut the by the Jefferson County Department of Roads and Transportation. The new completion date will be August 20, 2010. This project is from the Program Year 2008.

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

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Sep-7-2010-822

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Agreement between Jefferson County and Trojan Technologies, in the amount of \$145,000.00 for refurbishment of the Trojan UV4000 Disinfection System at the Village Creek WWTP.

CONTRACT FOR

Refurbishment of the Trojan UV4000 Disinfection System at the Village Creek WWTP

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called the County, and Trojan Technologies hereinafter called the Contractor, shall be effective upon execution by the parties.

WHEREAS, the County desires to contract for the refurbishment of the Trojan UV4000 Disinfection System at the Jefferson County Village Creek Wastewater Treatment Plant, located at 1440 Pleasant Hill Road, Birmingham, Alabama 35224.

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

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

1. ENGAGEMENT OF CONTRACTOR:

The County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES:

This Contract provides for the training of Environmental Services Department (ESD) personnel, installation of a local HMI, refurbishment (as further described in Task 1) of a lead and lag bank in the primary UV channel, installation of a tie-down bar system to prevent vibration, and technical support after start-up via phone through Trojan's Municipal Technical Assistance Center.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall perform and carry out, in a satisfactory and professional manner, the following:

I. Task 1 - Training and Lead Bank Refurbishment

A. On-Site Training and Support

Contractor shall:

- o Provide a technical specialist and project manager on-site for one week (the Onsite Period)
- o Develop and provide assistance implementing a preventative maintenance program
- o Train ESD personnel on preventative maintenance and trouble shooting
- o Provide all labor for the refurbishment of the lead and lag UV banks
- o Install two tie-down bars on refurbished banks

B. Materials

Contractor shall provide:

o Materials for replacement of all lamps, wiper seals, and 5% of ballasts per bank for each of the two banks and one tie down bar for each of the banks.

C. Re-qualification Support

Successful re-qualification is defined as the system meeting disinfection to limits of less than or equal to 200 fecal coliform / 100 mL based upon a 30 day geometric mean provided the following is upheld:

- o Peak Flow  $\leq$  45 MGD within the channel that the refurbished banks sit.
- o Suspended Solids -  $<$  30 MG/L 30 day average within the channel that the refurbished banks sit.
- o UV Transmittance @ 253.7nm - 50% Minimum within the channel that the refurbished banks sit.

The performance is also contingent upon proper care and maintenance of the unit as detailed within the Operational and Maintenance Manual.

Contractor shall provide:

- o Re-qualification support for up to 180 days
- o A project manager on-site for 5 days
- o Technical Assistance Center support via phone

County shall:

o Identify and make reasonably available ESD personnel for training and assign ESD personnel going forward to ensure Trojan Maintenance schedules are adhered to

- o Provide a sampling plan in compliance with state and federal requirements
- o Perform all sampling and analysis and provide results to the Contractor Project Manager

II. Task 2 - Local HMI

A. Local HMI Installation

Contractor shall:

- o Supply the HMI
- o Install the HMI
- o Program the HMI including the corrections to the gate controls
- o Test and validate the system

Contractor will not:

- o Provide or install any conduit or any electrical or communications wiring
- o Decommission and modify the UVT

B. Labor

County will complete decommission and modification of the UVT cabinet and installation of conduit, electrical and communications wiring prior to the contractors installation of the HMI

III. Task 3 - Balance of 14 Banks

A. Technical Support

Contractor shall provide:

- o Project manager to monitor progress for up to 1 year
- o Technical Assistance Center support via phone

B. Labor

County will provide trained ESD personnel to perform routine maintenance and troubleshooting, and comply with Trojan's required maintenance schedule.

C. Materials

All required maintenance and consumable materials in Task 3, including but not limited to lamps, lamp sleeves, wipers collars and ballasts are not included in this agreement.

IV. Cleaning and Safety:

Throughout the Onsite Period, Contractor shall maintain the buildings and site in a standard of cleanliness, and at no time shall this work interfere with the daily operations of the Village Creek Wastewater Treatment Plant or cause a safety or code violation around public and private entrances.

The Contractor is responsible for all damage to existing County or public property, including but not limited to the plant building, grounds, and equipment, caused by him, his employees, or sub-contractors, and will replace and make good such damage. Contractor will maintain adequate protection to prevent damage to his work and property of others, and take all necessary precautions for the safety of his employees and others. The Contractor will comply with all safety laws and regulations in effect in the locality.

V. Progress Cleaning:

Throughout the Onsite Period, Contractor shall retain all stored items in an orderly arrangement allowing adequate access, not impeding traffic and providing the required protection of materials. Contractor shall not allow the accumulation of scrap, debris, waste material, and other items not required for the onsite rebuild or re-installation. As necessary, Contractor shall completely remove all scrap, debris and waste material related to this project.

VI. Completion of Work:

All work described in Section I and II above shall be completed within 120 calendar days from the date of this fully executed contract agreement.

Contractor shall use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work as specified herein.

All work described or contemplated in relation to Section III above shall be completed within 365 calendar days from the date of this fully executed contract agreement. In the event such work is not completed within the time provided, Contractor shall not be required to continue to provide the services set out under Section III above unless otherwise agreed to in writing.

VII. Jefferson County's Responsibility:

The County shall:

- o Provide and install the necessary conduit and electrical and communications wiring
- o Decommission and modify the UVT
- o Operate gates or valves to take channel out of service.
- o All work, goods and services required in the performance of all work related to the balance of the banks not specifically set out as Contractor's responsibility under Section III above.

4. COMPENSATION:

The Contractor shall be compensated as follows:

Task 1 all materials, labor, and support - \$110,000, lump sum

Task 2 - all materials, labor, and support - \$35,000, lump sum

Task 3 Technical Assistance Center support via phone and Project Management support are provided as part of Trojan's ongoing commitment to the Village Creek WWTP and Jefferson County

The contract shall not exceed a maximum cost of one hundred forty-five thousand dollars (\$145,000) for Tasks 1, 2, and 3.

5. PRICE REDUCTION:

In the event of a general price reduction, the County will receive the benefit of such reduction on any undelivered portion of the contract issued based on this ITB.

6. INVOICING:

All invoices must agree with the purchase order in description and price and include the following information: Purchase Order Number; Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES\* MUST BE SENT TO:

Jefferson County Commission  
Environmental Services Department  
Suite A300 County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Birmingham, Al 35203

\*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.

7. PARTIAL PAYMENTS/PAYMENT TERMS:

Partial payment will be made upon acceptance of each major unit of work (i.e., Task 1, Task 2, and Task 3). All partial invoices shall reference the purchase order that is issued for the entire work.

8. TAX:

Services and equipment under this contract for Jefferson County are exempt from all direct sales and use taxes. Provided however, Contractor shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. The County shall provide valid tax exemption certificates in a timely fashion in relation to any invoices for which a tax exemption is claimed.

9. INDEPENDENT CONTRACTOR:

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

10. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract shall be done so without regard to race, creed, color, sex, national origin, religion or handicap. Further, the Contractor must comply with Jefferson County Administrative Order 2008-4 (copy attached as Exhibit A - on file in the Minute Clerk's office).

11. MISCELLANEOUS REQUIREMENTS:

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

12. WARRANTY:

A one-year parts warranty and labor warranty is required for the entire project with the exception of consumable items such as lamps and wiper collars. For any such items the warranty in place at time of purchase and specific to that part shall apply. Effective date of warranty will begin after the successful start-up testing, and written acceptance by the County of all work items under the contract. There will be only one warranty start date for the entire project. Warranties will not begin upon acceptance of each component (i.e., acceptance of a singular bank).

13. TERMINATION OF CONTRACT:

Early Termination

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

Final Termination

The term of this agreement, unless extended by mutual written agreement of the parties, shall be from the date of execution to September 30, 2011.

14. LIABILITY:

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

15. AMENDMENT OF AGREEMENT:

This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be

attached to and made a part of this Contract. A written request must be made to the County and an amended agreement shall be executed.

16. ASSIGNMENT:

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

17. CANCELLATION:

Failure to deliver as specified and in accordance with this Agreement, including promised delivery and completion date shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

18. INSURANCE:

The Contractor shall maintain such insurance as shall protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as added additional insured by endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance shall be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

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

General Liability:

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the Purchase Order Number Covered by The Certificate of Insurance

DISCLAIMER OF LIABILITY: The County shall NOT hold harmless or indemnify the Contractor for any liability whatsoever.

Evidence of insurance shall be furnished to the County prior to the issuance of the purchase order.

19. HOLD HARMLESS AGREEMENT:

Contractor agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as County ), from and against any and all loss expense or damage, including court cost and attorney s fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the Contractor, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incident to the performance of this agreement, or arising out of Worker s Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor s obligation under this Section shall not extend to any liability to the extent same is caused or contributed to by the negligence or intentional acts of the County, or its employees.

(20. Not on contract)



21. COUNTY FUNDS PAID:

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

22. GOVERNING LAW/DISPUTE RESOLUTION:

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

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:

Peter Martenson, VP - Sales & Service

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President - Jefferson County Commission

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

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Sep-7-2010-823

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

DISPOSALS:

LAND DEVELOPMENT:

14000002030. ROYAL COPIER-3010

JEFFERSON. REHAB:

14000004765	PRINTER	WAREHOUSE FOR AUCTION
14000004766	PRINTER. LASER	WAREHOUSE FOR AUCTION
14000004767	PRINTER LASER	WAREHOUSE FOR AUCTION

ENVIRONMENTAL SERVICES:

N/A No # found	XEROX 5855C COPIER	OBSOLETE/NO LONGER IN DEPT
14000001033	PHOTO COPIER ROYAL COPY STAR	OBSOLETE/NO LONGER IN DEPT
14000001108	PHOTO COPIER-ROYAL COPY STAR	OBSOLETE/NO LONGER IN DEPT
14000001642	EDP EQ PRINTER DAISY MAX 320	OBSOLETE/NO LONGER IN DEPT
14000004780	READER, MICROFILM.	OBSOLETE/NO LONGER IN DEPT
14000004781	COMPUTER,. LAB TOP	OBSOLETE/NO LONGER IN DEPT
14000004950	CAMERA/RECORDER	OBSOLETE/NO LONGER IN DEPT
14000005003	LASER PRINTER	OBSOLETE/NO LONGER IN DEPT
14000005094	NORSTAR 8124 TELEPHONE SYSTEM	OBSOLETE/NO LONGER IN DEPT
14000005290	INTERNAL TAPE BACKUP	OBSOLETE/NO LONGER IN DEPT
14000005806	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPT
14000006059	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPT
14000006061	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPT
14000006065	HP PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPT
15000000825	DUAL RANGE BALANCE	OBSOLETE/NO LONGER IN DEPT
15000000826	DUAL RANGE BALANCE	OBSOLETE/NO LONGER IN DEPT
15000000906	ICE MAKER, W/BIN	OBSOLETE/NO LONGER IN DEPT
15000000907	REFRIGERATOR 2DOOR	OBSOLETE/NO LONGER IN DEPT
15000000963	UNINTERRUPTIBLE POWER SYSTEM	OBSOLETE/NO LONGER IN DEPT

16000000817	BUBBLER FLOW METER	OBSOLETE/NO LONGER IN DEPT
16000001002	ORGANIC ANALYZER	OBSOLETE/NO LONGER IN DEPT
16000001022	SPEDEX 4750 EXTRACTOR	OBSOLETE/NO LONGER IN DEPT
16000001023	SPEDEX 4750 EXTRACTOR	OBSOLETE/NO LONGER IN DEPT
16000001321	CHEMICAL ANALYSIS SYSTEM	OBSOLETE/NO LONGER IN DEPT
16000001322	FLOW METER/PROBE	OBSOLETE/NO LONGER IN DEPT
16000001323	FLOW METER/PROBE	OBSOLETE/NO LONGER IN DEPT
16000001324	FLOW METER/PROBE	OBSOLETE/NO LONGER IN DEPT
16000001325	FLOW METER/PROBE	OBSOLETE/NO LONGER IN DEPT
16000001326	FLOW METER/PROBE	OBSOLETE/NO LONGER IN DEPT
16000001327	FLOW METER/PROBE	OBSOLETE/NO LONGER IN DEPT
16000001329	GAS CHROM/MASS SPECTROMETE	OBSOLETE/NO LONGER IN DEPT
16000001334	WASTEWATER SAMPLER	OBSOLETE/NO LONGER IN DEPT
16000001336	FLOW METER	OBSOLETE/NO LONGER IN DEPT
16000001337	FLOW METER	OBSOLETE/NO LONGER IN DEPT
16000001338	FLOW METER	OBSOLETE/NO LONGER IN DEPT
16000001339	FLOW METER	OBSOLETE/NO LONGER IN DEPT
16000001340	FLOW METER	OBSOLETE/NO LONGER IN DEPT
16000001341	FLOW METER WITH RAIN GAUGE	OBSOLETE/NO LONGER IN DEPT
16000001641	ANALYTICAL TOP LOADING BALANCE	OBSOLETE/NO LONGER IN DEPT
16000003353	WATER LEVEL RECORDER	OBSOLETE/NO LONGER IN DEPT
16000003354	WATER LEVEL RECORDER	OBSOLETE/NO LONGER IN DEPT
16000003397	AUTOCLAVES/S	OBSOLETE/NO LONGER IN DEPT
16000003398	METER, TOXIC	OBSOLETE/NO LONGER IN DEPT
16000003399	METER, TOXIC	OBSOLETE/NO LONGER IN DEPT
16000003406	SAMPLER, WASTE WATER	OBSOLETE/NO LONGER IN DEPT
16000003407	SAMPLER, WASTE WATER	OBSOLETE/NO LONGER IN DEPT
16000003409	METER, BUBBLE FLOW	OBSOLETE/NO LONGER IN DEPT
16000003411	FLOW METER, SUBMERGED	OBSOLETE/NO LONGER IN DEPT
16000003443	CONCENTRATOR, SAMPLE	OBSOLETE/NO LONGER IN DEPT
16000003448	CONTROLLER, PNEUMATIC	OBSOLETE/NO LONGER IN DEPT
16000003449	RECORDER, WATER LEVEL	OBSOLETE/NO LONGER IN DEPT
16000003450	RECORDER, WATER LEVEL	OBSOLETE/NO LONGER IN DEPT
16000003451	RECORDER, WATER LEVEL	OBSOLETE/NO LONGER IN DEPT
16000003452	RECORDER, WATER LEVEL	OBSOLETE/NO LONGER IN DEPT
16000003506	SEGMENTED FLOW ANALYZER	OBSOLETE/NO LONGER IN DEPT
16000003547	MERCURY ANALYZER	OBSOLETE/NO LONGER IN DEPT
16000003549	DIGITAL FLUOROMETER	OBSOLETE/NO LONGER IN DEPT
16000003591	SPECTROMETER	OBSOLETE/NO LONGER IN DEPT
16000003623	PARAMETER ACTUR & LOG W/PARTS	OBSOLETE/NO LONGER IN DEPT
16000003625	MULTI-SAMPLER	OBSOLETE/NO LONGER IN DEPT
16000003666	FLASK SCRUBBER	OBSOLETE/NO LONGER IN DEPT
16000003925	DATA LOGGER	OBSOLETE/NO LONGER IN DEPT
16000004033	GAS DETECTOR	OBSOLETE/NO LONGER IN DEPT
16000004351	UPS GRND TRACKING SPR CARTRIDGE	OBSOLETE/NO LONGER IN DEPT
16000004353	UPS GRND TRACKING SUPER CARTRIDGE	OBSOLETE/NO LONGER IN DEPT
16000004355	MULTIPLE HEATER CONTROLLER/ GCM	OBSOLETE/NO LONGER IN DEPT
16000004357	TOP LOADING BALANCE	OBSOLETE/NO LONGER IN DEPT
16000004727	RESPIROMETER TRAINING SERVICE	OBSOLETE/NO LONGER IN DEPT
16000004761	DRYING OVEN	OBSOLETE/NO LONGER IN DEPT
16000004766	U.P.S.	OBSOLETE/NO LONGER IN DEPT
16000004770	U.P.S.	OBSOLETE/NO LONGER IN DEPT
16000004972	ELECTRONIC TOP LOADER	OBSOLETE/NO LONGER IN DEPT
16000004989	AUTO SAMPLER	OBSOLETE/NO LONGER IN DEPT
16000004995	DIGESTION APPARATUS SYSTEM	OBSOLETE/NO LONGER IN DEPT

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

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Sep-7-2010-824

WHEREAS, the polling location at Jefferson State Community College (Precinct 4407), located at 2601 Carson Road-Jeff State Parkway, Birmingham, AL 35215, is no longer available; and

WHEREAS, Hilldale Baptist Church (Precinct 4406) polling location, located at 533 Sun Hill Road, Birmingham, Alabama 35215, has enough space and parking to accommodate the additional voters; and

WHEREAS, the distance between the locations is less than one mile.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to combine the polling locations of Jefferson State Community College and Hilldale Baptist Church, be and hereby is approved.

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

Sep-7-2010-825

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the Frequency Reconfiguration Agreement between Jefferson County, Alabama and the City of Birmingham, SouthernLINC Wireless and Nextel South Corp. to amend the fee schedule resulting in an increase of \$26,684.40 that Nextel pays to Motorola for additional equipment. This is a no cost agreement to the County.

AMENDMENT NO. 3 TO FREQUENCY RECONFIGURATION AGREEMENT

THIS AMENDMENT NO. 3 shall amend and revise the certain Frequency Reconfiguration Agreement (the "Agreement") executed on November 21, 2008, as amended, by and among the City of Birmingham, a municipal corporation authorized by the State of Alabama and the County of Jefferson, a political subdivision of the State of Alabama, (collectively referred to as "Incumbent), Southern Communications Services, Inc., d/b/a SouthernLINC Wireless, a Delaware corporation ("Southern") and Nextel South Corp., a wholly owned indirect subsidiary of Spring Nextel Corporation, a Kansas corporation ("Nextel") having an address of 2001 Edmund Halley Drive, Reston, VA 20191. Each is referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, in accordance with the provisions of Section 26 of the Agreement, hereby agree to amend and revise the Agreement as follows:

1. That Schedule C-2 is hereby deleted and is replace with Schedule C-3, which is attached hereto and incorporated by reference herein.
2. That Schedule D-2 is hereby deleted and is replace with Schedule D-3, which is attached hereto and incorporated by reference herein.
3. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligation of the Incumbent, Souther, or Nextel.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. (Attachments on file in the Minute Clerk's office)

In WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Amendment as of this 7<sup>th</sup> day of September, 2010.

INCUMBENT  
City of Birmingham, AL

NEXTEL  
Nextel South Corp.

SOUTHERN  
Southern Communications Services, Inc.  
d/b/a SoutherLINC Wireless

\_\_\_\_\_  
County of Jefferson  
Bettye Fine Collins  
President, Jefferson County Commission

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

Sep-7-2010-826

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and E Enterprise, LLC, d/b/a Platinum Construction to provide a new clerk's office window in the entrance lobby at Family Court to match the existing payment window. The work also includes demolition of the existing clerk's window on the interior of the building and other minor modifications in the amount of \$72,000. No additional funds required.

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

Sep-7-2010-827

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and iSECUREtrac to provide GPS monitoring equipment for the Electronic Monitoring Program beginning September 1, 2010 and ending August 31, 2011 in the amount of \$4,000. No additional funds required.

CONTRACT NO. 00000986

RFP NO. 120-10

ELECTRONIC MONITORING SERVICES CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of September 1, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and iSECUREtrac, 5078 S. 111<sup>th</sup> Street, Omaha, NE 68137 hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2010.

WHEREAS, the County desires to contract Electronic Monitoring Services for the Jefferson County Family Court, hereinafter called "The County", and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. PURPOSE AND OBJECTIVE: To provide electronic monitoring services for Jefferson County Family Court.
3. SCOPE OF SERVICES #2: The GPS Electronic Monitoring Program of Family Court involves the home detention of juvenile delinquents and has a maximum capacity of 50 monitored daily. Differing from Standard EM, this technology will be initially aimed at monitoring sex offenders and then expanded to other high risk offender groups. The EM Program employs officers 247 to monitor each youth's daily activity. The program targets community safety concerns through zero tolerance and insures rapid response to violations.
4. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render electronic monitoring services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is August 31, 2011, however, the Contract may be extended, at the County's option, for two (2) additional oneyear periods, not to exceed three (3) full years.

Category 2: GPS Monitoring

Standard GPS:

High Risk - compliance reporting every 30 minutes when client is not in motion, and 1 minute GPS points when client active.

Daily Rate per client for the period of one year \$6.12

Moderate Risk - compliance reporting every 6 hours when client is not in motion, and 3 minute GPS points when client active.

Daily Rate per client for the period of one year \$6.12

1-Piece GPS (optional)

High Risk - compliance reporting every 30 minutes when client is not in motion, and 1 minute GPS points when client active.

Daily Rate per client for the period of one year. \$6.12\*

Moderate Risk - compliance reporting every 6 hours when client is not in motion and 3 minute GPS points when client active.

Daily Rate per client for the period of one year. \$6.12\*

\*1-piece GPS (optional) pricing option does not have a 20% shelf allowance.

5. COMPENSATION: The Contractor shall be paid monthly after submission and approval of an itemized invoice showing date of service, name of resident, staff member, etc. and legal or consultation service provided
6. ASSIGNMENT: No portion of the proposal or resulting project contract maybe sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance
7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contracting individual and/or agency and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
10. NONDISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation

of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

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

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

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

may be designated in writing by the parties:.

Client: Jefferson County Family Court  
120 2<sup>nd</sup> Court N  
Birmingham, AL 35234

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

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

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

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

Insurance Minimum Coverage:

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

General Liability:

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

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

\$1,000,000 Personal injury aggregate Comprehensive Form including Premises/Operation, Products/Completed Operations,

Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability: \$100,000 Limit each occurrence

Umbrella Coverage: \$1,000,000 Each occurrence

\$1,000,000 Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama 30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

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

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

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

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

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

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

CONTRACTOR  
Lincoln Zehr, CFO

JEFFERSON COUNTY, ALABAMA  
Commissioner Betty Fine Collins, President

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

Sep-7-2010-828

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer  
Department: Roads & Transportation  
Date: August 13, 2010  
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account  
Invoice for Acquisition Costs Settlement Due to Tract 72 (McNeil) Project No. STPBH-7002(600)  
Morgan Road Widening Agent - Alan K. Dodd  
Price: \$825.00  
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account  
Mailing Address: 1205 North 19th Street  
Birmingham, AL 35224

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

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

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Sep-7-2010-829

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer  
Department: Roads & Transportation  
Date: August 20, 2010  
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account  
Invoice for Acquisition Costs Settlement Due to Tract 74 (Jerry L. and Cindy L. Moss)  
Project No. STPBH-7002(600) Morgan Road Widening Agent - Alan K. Dodd  
Price: \$885.00  
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account  
Mailing Address: 1205 North 19<sup>th</sup> Street  
Birmingham, AL 35224

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

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Deed of Correction to correct right of way land description for Tract 10 of Tarrant Road at Piney Wood and Skelton Avenue, Road No. 229 as recorded in Deed Book 200709, Page 22095 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division. This is being done because a change in design is required.

RIGHT OF WAY DEED (ROAD)  
TARRANT ROAD AT PINEY WOOD AND SKELTON AVENUE (RD #229)

ENGINEERING 469  
Jefferson  
Tract No. 10  
THIS INSTRUMENT PREPARED BY:  
Alan K. Dodd, Sr Land acquisition Agent  
A200 Courthouse  
716 Richard Arrington Jr. Blvd. N.  
Birmingham., AL 35023

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and No/100s Dollars (\_\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

“Deed of Correction” for that certain deed as recorded in Deed Book 200709, Page 22095 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division.

Parcel No. 1

Commence at the NW corner of the NW ¼ of the SW ¼ of Section 18, Township 16 South, Range 2 West and run southerly along the west line of said quarter-quarter section a distance of 755.87 feet thence turn right 71°46' 16" and run a distance of 392.98 feet; thence turn 180° and run Easterly a distance of 100 feet to the beginning of a curve to the right having a central angle of 47°43' 28" and a radius of 754.59 feet; thence run Easterly along the arc of said curve a distance of 282 feet to the Point of Beginning of a right-of-way of variable widths being bounded on the southerly side by the existing northerly right-of-way line of Tarrant Road, bounded on the Westerly side by the Easterly right-of-way of Skelton Avenue and bounded on the northerly side by a line lying 51.5 feet northerly of and parallel to the following described line: thence continue along said arc a distance of 64 feet; at this point the right-of-way begins to decrease to 47 feet Northerly of 4.28 feet ahead; thence continue along said arc a distance of 4.28 feet; at this point the right-of-way begins to increase to 49.5 feet Northerly of the following described line 24.87 feet ahead; thence continue along said arc a distance of 24.87 feet; at this point the right-of-way begins to decrease to 40 feet Northerly of the following described line 16.37 feet ahead; thence continue along said arc a distance of 16.37 feet, more or less, to an intersection with a southerly extension of Grantor s easterly property line and the end of this parcel of right-of-way.

Parcel No. 2

Commence at the NW corner of the NW ¼ of the SW ¼ of Section 18, Township 16 South, Range 2 West and run southerly along the west line of said quarter-quarter section a distance of 727.85 feet; thence turn an angle of 172°10' 40" to the right and run northerly a distance of 111.72 feet to the Point of Beginning of a right-of-way of variable widths being bounded on the westerly side by the easterly existing right-of-way line of Skelton Avenue and bounded on the easterly side by a line being 30 feet easterly of at this point and increasing to a point 40 feet easterly of the following described line 115.18 feet ahead; thence turn an angle of 180° right and run southerly a distance of 115.18 feet to the Point of Beginning of a curve to the right having a central angle of 8°13' 17" and a radius of 984.25 feet. At this point, the right-of-way begins to increase to 66 feet easterly of the following described line 25.85 feet ahead; thence run along said arc a distance of 25.85 feet; at this point the right-of-way begins to decrease to 63.5 feet Easterly of the following described line 15.06 feet ahead; thence continue along said arc a distance of 15.06 feet to the intersection of the right-of-way as described in parcel no.1 above and the end of this parcel of right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at the NW corner of the NW ¼ of the SW ¼ of Section 18, Township 16 South, Range 2 West and run southerly along the west line of said quarter-quarter section a distance of 727.85 feet to the point of beginning of a variable width temporary construction easement being bound to the west by the right-of-way above and bound to the East by a line lying 40 feet Easterly of and parallel to the following described line: thence turn an angle of 172°10' 40" to the right and run northerly a distance of 111.72 feet to the Beginning of a curve to the right having a central angle of 8°57' 34" and a radius of 295.28 feet; thence run northerly along arc of said curve a distance of 13 feet more or less to an intersection with a westerly extension of Grantor s northerly property line and to the end of this temporary construction easement.

All of said right-of-way and temporary construction easement lie in the NW corner of the SW ¼ of Section 18 Township 16 South, Range 2 West and the right-of-way contains 0.163 acres more or less and the temporary construction easement contains 0.02 acres more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute



no cloud on the title of Grantor.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 7<sup>th</sup> day of September, 2010.

ATTEST:

Minute Clerk

Bettye Fine Collins, President

Jefferson County Commission

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

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Sep-7-2010-831

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Intergovernmental Agreement between Jefferson County, Alabama and the City of Pinson, Alabama for the use of County forces to repair and pave the Heather Point subdivision at the estimated cost of \$96,500.79 to be paid upon completion by the City of Pinson. No additional funds required.

#### INTERGOVERNMENTAL ROADWAY MAINTENANCE AGREEMENT

THIS INTERGOVERNMENTAL ROADWAY MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as of the day of , 2010, by and between Jefferson County, Alabama (the "County") and the City of Pinson, Alabama (the "City").

#### RECITALS

WHEREAS, certain thru-roads located within the municipal limits of the City have been determined by the City and the County to be in need of immediate repair, maintenance and/or improvement as more particularly described in the schedule of work attached hereto (the "Schedule of Work"- on file in the Minute Clerk's office);

WHEREAS, the County and the City desire to cooperate with one another to cause the Schedule of Work to be performed at the earliest practicable date;

WHEREAS, neither the City nor the County does by these presents assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except as otherwise expressly provided herein; and

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

Section 1. Performance of Work. The [City/County] will cause the Schedule of Work to be performed either by its own forces or by one or more third parties but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to, DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto.

Section 2. Cost of Materials. Fuel, Etc. The [City/County] will pay or reimburse the [City/County] for the actual cost of the materials, supplies, fuel and other direct out-of-pocket expenditures estimated in the Schedule of Work, if any; provided, however, that [City/County] in its discretion may supply to the [City/County] in connection herewith any one or more items identified in the Schedule of Work in kind/and

lieu of payment to the [City/County] for the cost of the same. Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Right to Stop Work for Nonpayment. Anything in this Agreement to the contrary notwithstanding, either party may immediately suspend any and all work to be performed hereunder in the event that such party is not paid or reimbursed by the other party for the actual direct out-of-pocket cost of the work within thirty (30) days of invoicing of the same.

Section 4. No Inference of Control. Neither party's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary.

Section 5. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder.

Section 6. Authority Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and that the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against such party upon the execution hereof by such party's duly authorized representative.

Section 7. Indemnification. To the extent permitted by law, each party hereto shall indemnify, defend and hold harmless the other party from and against all claims, charges, demands, costs, judgments, injuries, expenses and liabilities of whatever nature, including, without limitation, attorney's fees, court costs and expenses of litigation, arising from, related to, or caused by (indirectly or directly), the acts or omissions (whether intentional, willful, grossly negligent or negligent) of such party.

Section 8. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by either party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 9. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing) or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the number of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic mail were received at the correct account) to each of the respective parties as follows:

If to the City:           City of Pinson, Alabama  
                                  Attn: Mayor Hoyt Sanders  
                                  4410 Main Street  
                                  Pinson, AL 35126  
                                  pinsorunayor@bellsouth.net (Electronic Mail)

If to the County:       Jefferson County, Alabama  
                                  Attn: Wayne Sullivan, Director  
                                  A200 Jefferson County Courthouse  
                                  716 Richard Arrington Jr. Blvd. North  
                                  Birmingham, AL 35203  
                                  sullivanw@jccal.org (Electronic Mail)

Either party may change its address at any time by written notice to the other party in the manner set forth above.

Section 10. Force Maieure. Neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited

to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 11. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 12. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 13. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 14. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 15. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party

to execute this Agreement on behalf of such party.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which

shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

CITY OF PINSON, ALABAMA

HOYT SANDERS, Mayor

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

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Sep-7-2010-832

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

Agreement with Dell Marketing, LP for the purchase of data storage for the period August 10, 2010 through July 31, 2011 in the amount of \$41,397.56. No additional funds required.

#### GOODS AND SERVICES CONTRACT

THIS AGREEMENT entered into this 4<sup>th</sup> August 2010, by and between Personnel Board of Jefferson County or its agents, hereinafter called "the County" and DELL MARKETING LP called "the Contractor". The effective date of this agreement shall be August 10, 2010.

WHEREAS, the County desires to furnish said goods and services to the Personnel Board of Jefferson County and its agents on an as-needed basis, and

WHEREAS, the Contractor desires to furnish said goods and 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 and supply the goods hereinafter set forth.

2. SCOPE OF GOODS & SERVICES: This contract results from Personnel Board of Jefferson County or its agents request for Bid No. 174-10. The BID describes contains the statements and representations of the Contractor, thereto. The DELL MARKETING LP Bid response document constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods and Services are as follows, but not limited to:

DESCRIPTION	SPECIFICATIONS
Base Unit	Dell Equal Logic PS4000E, Cost Efficient, High Capacity, 7.2 KSATA Drives (224-6084) or approved equal
Raw Disk Space	8.0 Terab a capacity, 16 X 500GB, 7.2K SATA, Dual Controller 341-9466
Factory Installed Software:	Asynchronous Replication (468-7110)
Software Disk Two:	Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware 468-7155
Feature	SAN HQ multi group monitoring system (468-7156)
Installation	Remote Implementation
TOTAL PRICE	\$ 41,397.56

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render goods and services to Personnel Board of Jefferson County or its agents any time after the effective date of this Contract. The Contract term expires on July 31, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

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

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

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

7. COMPENSATION: The Contractor shall be compensated for services rendered at a cost shown on Item 2: Scope of Goods and Services or payable monthly per submission of invoice. Payment terms are Net 30 days after receipt of invoice.

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

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

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

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

12. LIABILITY: 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.

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

14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

17. **VIOLATION:** Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

18. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

WITNESS

PERSONNEL BOARD OF JEFFERSON COUNTY, ALABAMA

Lorren Oliver, Director

Personnel Board of Jefferson County

WITNESSES:

DELL MARKETING LP

Lesley Braun, Senior Contracts Consultant

Dell Marketing LP

ACKNOWLEDGMENT:

Jefferson County, Alabama

Bettye Fine Collins, President - Jefferson County Commission

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

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Sep-7-2010-833

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Attorney Rodney F. Bargainer, o/b/o his client Miaonette Thomas be denied.

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

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Sep-7-2010-834

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the motor vehicle damage claim of Chris Parks in the amount of \$244.13 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Mr. Chris Parks in the amount of \$244.13 and forward it to the County Attorney for disbursement.

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

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Sep-7-2010-835

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Katie Mays be denied.

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

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Sep-7-2010-836

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury and vehicle damage claim of Attorney Patrick B. Kenerly, on behalf of his client, Carla Parson, be denied.

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

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Sep-7-2010-837

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of James Toles be denied.

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

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Sep-7-2010-838

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup damage claim of Mr. & Mrs. Randolph and Elise Cates in the amount of \$8,848.77 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Mr. & Mrs. Randolph and Elise Cates in the amount of \$8,848.77 and forward it to the County Attorney for disbursement.

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

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Sep-7-2010-839

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup damage claim of Miss Nicole Watters in the amount of \$14,071.00 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Miss Nicole Watters in the amount of \$14,071.00 and forward it to the County Attorney for disbursement.

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

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Sep-7-2010-840

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the subrogation sewer back-up damage claim of Cincinnati Insurance Company, on behalf of their insured Mr. William P. Williams, Jr. In the amount of \$52,633.11 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Cincinnati Insurance Company, as subrogee of William P. Williams, Jr. In the amount of \$52,633.11 and forward it to the County Attorney for disbursement.

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

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Sep-7-2010-841

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Attorney David B. Norris on behalf of his client Unique Jackson be denied.

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

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Sep-7-2010-842

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

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

W I T N E S S E T H:

WHEREAS, the County Commissioner recognizes that municipalities 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 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 September 30, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution and completion of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds to enhance and construct new and existing sidewalks along Hazelwood Road.

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 September 30, 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

City of Adamsville

Pam Palmer, Mayor

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

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Sep-7-2010-843

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Concord Fire Department (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 fire departments 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 September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Purchase a response boat with trailer that will house their dive team equipment.

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 September 30, 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

Concord Fire Department

Robert Miller, Chief

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

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Thereupon the Commission Meeting was adjourned to meet Tuesday, September 14, 2010 at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk