

STATE OF ALABAMA)

JEFFERSON COUNTY) May 24, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:05 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Minutes of May 10, 2011, be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

The Commission met in Work Session on May 17, 2011, and approved the following items to be placed on the May 24, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items I through III.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 25.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 5.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items A through D and K.
- Commissioner Stephens, Finance & Information Technology Committee Items A through H.

Commissioner Knight stated that inspectors from Inspection Services are out in the tornado effected areas reminding homeowners that are repairing and rebuilding their homes that building permits are required.

Commissioner Knight also stated that there were several polling locations that were destroyed in the tornado and that new sites are being located.

Commissioner Knight commended his staff in regards to establishing a temporary, voluntary payroll deduction for contributions to the Jefferson County Employees Disaster Relief Fund.

Commissioner Stephens stated that employees in the Tax Assessor's office and Board of Equalization would need to be returned to a forty-hour work week in order to re-evaluate property values due to the tornados.

Commissioner Brown presented the following proclamation.

PROCLAMATION

WHEREAS, Multiple Sclerosis is a disabling neurological disease which can attack anyone at any stage of life; and

WHEREAS, this disease can cause impaired or double vision, slurred speech, numbness, loss of coordination, remarkable pain, gait issues and unusual fatigue; and

WHEREAS, this disease affects over 400,000 Americans and over 4,200 Alabamians it also affects 960 Jefferson County residents; and

WHEREAS, the National Multiple Sclerosis Society has provided more than \$410 million for biomedical research and academic grants during its half century of history; and

WHEREAS, Jefferson County is home to two of the largest and most prestigious MS medical practice groups in the nation: The Tanner Center for Multiple Sclerosis and the University of Alabama at Birmingham Medical Center; and

WHEREAS, Jefferson County is home to one of only six Pediatric MS Centers of Excellence in the nation and the only one in the Southeast housed at Children's Hospital of Alabama; and

WHEREAS, the National Multiple Sclerosis Society supplies a wide range of client services in the areas of health, education, information and referral, advocacy, knowledge and independence; and

WHEREAS, while research advances have brought us closer to finding a cure for the cause of and prevention of Multiple Sclerosis,

much remains to be done and services must continue to be provided to those who live with the disease; and

WHEREAS, World MS Day was launched on May 27, 2009 with over 200 events in 67 countries and is an opportunity to raise awareness about MS and to strengthen the network of people living with MS across the world; and

WHEREAS, Multiple Sclerosis is one of the most common disabling neurological conditions amongst young adults in the Northern Hemisphere with over 2,000,000 people in the world having MS; and

WHEREAS, the goals of World MS Day are to raise awareness and mobilize the global movement:

NOW THEREFORE, UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT PROCLAIMED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that May 25, 2011 is WORLD MS DAY.

Signed by the Jefferson County Commission on this, 24th day of May, 2011.

W.D. Carrington, President
Sandra Little Brown, President Pro Tempore
George Bowman, Commissioner
T. Joe Knight, Commissioner
James A. Stephens, Commissioner

Commissioner Brown read the following statement:

MONITORING CONTRACT

As you all are aware, there was a request for proposals sent out to evaluate the use of contract monitors relating to our debris cleanup efforts with Ceres Environmental.

Despite the fact that Jefferson County has some of the best trained and best qualified emergency management personnel in the country, we wanted to insure that our personnel were utilized in the best possible way and that we explored all possibilities. After evaluating the cost associated with contract monitors, the amount of time remaining on the debris removal contract, compared to the outstanding job that our own monitors have done thus far to include the detection of attempts to take advantage of us through improper load tactics, it appears that it is in the best interest of the County both financially and professionally that we leave the monitoring to our own employees.

PRIVATE PROPERTY DEBRIS REMOVAL

As you all know, we met with representatives of FEMA on May 17, 2011, regarding governments entering onto private property in order to do debris removal. Although FEMA will authorize reimbursement for debris removal from private property, they take no role or responsibility when it comes to the legality or the liability associated with:

- (1) The expenditure of public funds for debris removal from private property; and
- (2) Any liability for damage or destruction that may be associated with any improper or questionable entry onto private property.

Further, there are very strict requirements associated with FEMA reimbursement for private property debris removal, such as whether work will be done or could be done by insurance, whether the property owner has in fact been paid by insurance companies to do debris removal, whether the person giving authority in fact has the legal authority to do so, and numerous questions that will arise regarding what constitutes debris versus demolition. Operation Clean Sweep authorizes debris removal, but not demolition. Having spoken with our County Attorneys, Building Inspectors and Roads and Transportation staff, it is imperative that we make sure that before undertaking this kind of liability and responsibility we insure that there is an appropriate process in place to establish safeguards that insure our actions are legal, that FEMA reimbursement will occur and that the County will not be subjected to liability. Members of the staff of Inspection Services and Roads and Transportation are actively collecting information to assess the need for County intervention and whether insurance and other entities are sufficiently handling the task of debris removal from private property. As soon as that assessment is made, then we will make a decision on whether to move forward or not in consultation with our attorneys.

Wayne Sullivan, Director of Roads and Transportation reported to the Commission regarding the progress of storm debris removal.

May-24-2011-361

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of The University of Alabama for the University of Alabama at

Birmingham., on behalf of the Department of Medicine, Division of Clinical Immunology and Rheumatology to provide rheumatology and immunology services in the amount of \$54,184 for FY10-11.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of this 1st day of October, 2010, by and between the Board of Trustees of The University of Alabama for the University of Alabama at Birmingham., on behalf of the Department of Medicine, Division of Clinical Immunology and Rheumatology ("UAB"), and Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital ("Clinic") to provide the herein described services for the period October 1, 2010 through September 30, 2011.

WITNESSETH

WHEREAS, UAB has physicians licensed to practice medicine in the State of Alabama; and

WHEREAS, the Clinic has a need for UAB coverage to fulfill its patient care obligations desires to so contract with UAB.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, it is agreed as follows:

1. Responsibilities of UAB.

(a) The Clinic hereby engages UAB to provide professional services and UAB hereby accepts such engagement on the terms and conditions set forth in this Agreement. UAB shall provide the Clinic with documentation of all services rendered hereunder in a form agreeable to the parties.

(b) In order to facilitate the UAB's achievement of its goals and objectives, the Clinic and UAB shall coordinate their activities, and UAB shall inform the Clinic of any extended periods (i.e., one week or more) during which UAB will be unavailable due to vacation, professional meetings, or other personal or professional commitments.

(c) UAB's rheumatologists, with appropriate privileges at Cooper Green Hospital will provide the professional services contemplated herein.

(d) UAB shall submit to Clinic copies of physician(s) State medical license, controlled substances registrations (State and Federal), Board certification, current professional liability certificate of coverage, and current curriculum vitae.

(e) UAB shall establish the actual hours when and how often UAB's physician(s) shall make use of Clinic facilities but physician(s) will be expected to conduct each week a one-half day (4 hour) Rheumatology Clinic for patients of the Clinic for the purpose of diagnosis and treatment of patients.

2. Term of Service. The term of this Agreement shall be for a period of twelve (12) months commencing October 1, 2010 and ending September 30, 2011, unless earlier terminated as otherwise set forth herein.

3. Representations and Certifications. UAB represents and certifies to the Clinic, upon execution and throughout the term of this Agreement, as follows:

(a) UAB is not bound by an agreement or arrangement which would preclude it from entering into, or from fully performing the services required under this Agreement;

(b) UAB's physician(s)' license to practice medicine in the State of Alabama or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;

(c) UAB's physician(s) medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

(d) UAB shall perform the services required hereunder in accordance with all applicable federal, state, and local laws, rules and regulations.

4. Independent Contractor. In performing the services herein specified, UAB is acting as an independent contractor, and shall not be considered an employee of the Clinic. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. UAB shall be liable for his/her own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits.

5. Practice of Medicine. It is agreed and acknowledged by the parties that, as an independent contractor, UAB's physician(s) retain the right to engage in the private practice of medicine, and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way. All medical care rendered by UAB in performance of this Agreement shall be performed within the sole and independent judgment and discretion of the UAB, subject only to appropriate laws, regulations, Medical Staff bylaws and the Clinic policies and procedures. All medical records, including all patient notes, reports, interpretations, consultations and other related information, are the sole property of the Clinic. UAB shall be entitled to have access to such records during the term of this Agreement for the purpose of defending any threatened or pending litigation or threatened or actual proceeding of an insurer, administrative agency or similar governmental body; provided, however, after termination of this Agreement, UAB shall only have access to such records pursuant to written patient authorization for defense purposes.

6. Compensation.

(a) Rate. For services provided to Paragraph 1(a) of this Agreement, on the tenth of each month the Clinic shall pay UAB the sum of One Thousand Forty Two Dollars (\$1,042) per four-hour session. The maximum payable under this Agreement shall be Fifty Four Thousand One Hundred and Eighty Four Dollars (\$54,184). Clinic should send monthly payment to:

UAB

Department of Medicine/ Rheumatology

Attn: Judy Thomas

1825 University Blvd.

SHEL 176

Birmingham, Alabama 35294

(b) Clinic Services. The Clinic shall provide UAB, while on duty, an appropriate area or space to be used for performance of duties under this Agreement, as required. The Clinic shall also provide UAB with support services necessary to perform the duties required of UAB under this Agreement.

7. Billing. UAB shall not separately bill any patient or third-party payor for any services rendered pursuant to this Agreement. The compensation set forth herein shall be considered full payment to UAB for all services rendered to patients under this Agreement. As a condition of this Agreement, UAB hereby assigns to the Clinic any and all of UAB's rights to bill and collect for such services and appoints the Clinic as attorney-in-fact for all matters relating to the billing and collection of such fees. UAB agrees to cooperate with the Clinic in its billing efforts, including signing any documents necessary to authorize the Clinic to bill payors directly, and assisting with appeals to claim denials by third-party payors. UAB's physician(s) will facilitate Clinic's obtaining a separate provider number so that activities performed by the physician(s) can be billed by and for the Clinic.

8. Non-Discriminatory Policy. Both parties agree that all services rendered under this contract will be rendered without regard to race, creed, color, sex, national origin, or handicap of resident and/or other staff involved.

9. Statement of Interest. The parties hereto agree that nepotism does not exist between UAB and any member of the Jefferson County Commission or the Chief Executive Office of the Clinic, nor are the parties hereto receiving pecuniary benefits other than those identified in the Agreement, and that there exists no conflict of interest or relationship between the parties hereto.

10. Confidentiality: Employees.

(a) Patient Information. UAB shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Clinic in writing, any patient or medical record information regarding Clinic patients, and UAB shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the Clinic and Medical Staff, regarding the confidentiality of such information.

(b) Remedies. The parties agree that a breach or threatened breach of this Section 10 will cause irreparable harm to the Clinic for which monetary remedies alone are inadequate to compensate the Clinic. UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const., Article 1 § 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment.

(c) (Left blank on contract)

11. Insurance. UAB shall secure and maintain at all times during the term of this Agreement, professional or personal liability insurance in an amount of not less than \$1 million per occurrence/\$3 million annual aggregate. Such insurance shall not be cancelable or coverage levels reduced except upon thirty (30) days prior written notice to the UAB. UAB shall provide the Clinic with a certificate evidencing such insurance coverage. UAB agrees to notify the Clinic immediately of any material change in any insurance policy required to be maintained hereunder.

12. Access to Records. As an independent contractor of the Clinic, UAB shall, in accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D § 420.300 et. se-1-c., until the expiration of four (4) years of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to UAB's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services, provided under this Agreement. In accordance with such laws and regulations, if Medicare reimbursable services provided by UAB under this Agreement are carried out by means of a subcontract with an organization related to UAB, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve (12) month period, then the subcontract between UAB and the related organization shall contain a clause comparable to the clause specified in the preceding sentence.

13. Termination.

(a) Termination Without Cause. After the conclusion of the Initial Term hereunder, either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

(b) Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the

non-breaching party.

(c) Immediate Termination. This Agreement shall terminate immediately upon the occurrence of any the following events:

(i) the denial, suspension, revocation, termination, restriction, relinquish-ment, or lapse of UAB's medical staff privileges at a hospital, or of UAB's license to practice medicine in the State of Alabama or any other jurisdiction;

(ii) the termination, revocation, or restriction of UAB physicians) Drug Enforcement Agency number;

(iii) failure by UAB to maintain the insurance required under Paragraph 9 of this Agreement;

(iv) exclusion from participation in the Medicare or Medicaid programs or other major third party payor programs which is not corrected within thirty (30) days of the notice of exclusion; and

(v) UAB's physician is convicted of a felony, theft or any crime involving moral turpitude or becomes addicted to, or excessively uses alcohol, drugs or other toxic or foreign agents which tend, in the reasonable judgment of the UAB, to materially and adversely affect the performance of the duties and responsibilities to be performed by UAB hereunder; provided, however, that the parties shall have the right to substitute an alternative physician as may be mutually agreed upon.

(d) Change in Law. Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare and Medicaid programs, any other payor, or any other federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party shall have the right within thirty (30) days after the change in law is issued to send written notice to the other party requesting that this Agreement be amended to the satisfaction of both parties to compensate for such prohibition, restriction, limitation or change. If a satisfactory compromise and amendment cannot be reached, this Agreement shall terminate as of midnight on the tenth (10th) day after said negotiations are terminated.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

15. Amendments. This Agreement may not be amended or modified except by mutual written agreement.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Alabama.

17. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

18. Referrals. The parties acknowledge and agree that none of the benefits granted UAB is conditioned on any requirement that he/she make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the UAB. The parties further acknowledge that UAB is not restricted from establishing staff privileges at any hospital, referring any service to, or otherwise generating any business for any other entity of his/her choosing.

19. Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

20. Notices. All notices hereunder by either party to the other shall be in writing and shall be deemed to have been served properly when delivered personally, or sent by registered mail, or when sent by overnight express, charges prepaid, addressed as follows:

To UAB: University of Alabama at Birmingham.

Attention: General Counsel

500 22nd Street South, Suite 408

Birmingham, Alabama 35233

Copy to: Department of Medicine

Division of Clinical Immunology & Rheumatology

The University of Alabama at Birmingham

1825 University Blvd, SHEL 176

Birmingham, Alabama 35294

To Clinic: Cooper Green Mercy Hospital

1515 6th Avenue South

Birmingham, Alabama 35233

or to such persons or places as either party may from time to time designate by written notice to the other.

21. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement

22. Assignment: Binding Effect. This Agreement requires the personal services of the UAB and any of his/her rights, duties or obligations under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written consent of the UAB. Any assignment or transfer by UAB without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties

hereto and their respective heirs, representatives, successors and permitted assigns.

23. No Third-Party Beneficiaries. This Agreement is entered into for the benefit of the parties hereto and there shall be no third-party beneficiaries to this Agreement.

24. Severability.

(a) In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such enforceable or invalid provision, except as provided below.

(b) In the event that a provision of this Agreement is rendered invalid or unenforceable as provided herein and its removal has the effect of materially altering the obligations or benefits to either party, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party provided that the party so affected exercises this right within thirty (30) days of the event giving rise to this Section 24(b).

25. Further Assurance. UAB and the Clinic agree that each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Agreement.

26. Force Maieure. Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

27. Miscellaneous.

(a) The parties acknowledge that the compensation contemplated herein is for direct professional services rendered and is not based upon the volume or value of referrals of any ancillary services that the physician may order.

(b) Verification and Audit. The UAB shall have the right to, on an annual basis after the Clinic's fiscal year end, retain independent auditors to audit and verify Clinic's records upon which payments to the UAB were based. The contract audit will be conducted at the UAB's expense.

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

UNIVERSITY OF ALABAMA AT BIRMINGHAM

Harlan M. Sands
Associate Provost, Administration and Finance
Edward Abraham, M.D.
Chairman
Department of Medicine
University of Alabama at Birmingham

JEFFERSON COUNTY, ALABAMA

Jefferson County Commission
David Carrington, President
S. Louis Bridges, Jr., MD, PhD
Division Director,
Department of Medicine,
Division of Clinical Immunology and
Rheumatology,
University of Alabama at Birmingham
Sandra Hullett, M.D.
CEO, Medical Director
Cooper Green Hospital

ACKNOWLEDGED:

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

May-24-2011-362

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital (CGMH) and Caring Hands Hospice for CGMH to provide respite care, pain management and/or pain alleviation for person having terminal illness and have chosen to not seek support or life-extending treatment. This is a revenue generating agreement.

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

May-24-2011-363

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital (CGMH) and HC Healthcare, d/b/a Hospice Care of Pelham for CGMH to provide respite care, pain management and/or pain alleviation for person having terminal illness and have chosen to not seek support or life-extending treatment. This is a revenue generating agreement.

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

May-24-2011-364

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement and Addendum to Service Agreement between Jefferson County, Alabama and Beckman Coulter to provide maintenance and services for two Spinchron DLX centrifuges in the amount of \$2,300 ending March 18, 2012.

SERVICE AGREEMENT NO. S35010US

PURCHASE ORDER NO. 2000053474

ADDENDUM TO SERVICE AGREEMENT

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 the Circuit Court of Jefferson County Alabama, Birmingham Division.

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, Contractor, will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

TERM OF CONTRACT: Any agreement resulting from this purchase order will become effective upon award (or within 30 days of award notification, approval of the County Commission and purchase order is issued). This agreement will expire on March 18, 2012. However, the agreement may be extended, at the County's option, for a period of up to two (2) additional one (1) year terms.

PAYMENT TERMS: Payments will be Net 30.

PRO SERVICE: Pro Service clause is hereby deleted.

SECTION CONTROLS CONFLICTING AMENDMENT PROVISIONS (SURVIVAL):

To the extent the provisions contained in this AMENDMENT contradicts, is inconsistent or in conflict with any prior agreements between the County and the "contractor, including any Work Orders executed pursuant to this Agreement, this AMENDMENT supersedes any conflicting or (exonsistent provisions of any prior agreement and is controlling to the extent necessary to resolve such conflict or inconsistency. Any and all provisions in a prior agreement not Inconsistent with the AMENDMENT remain valid and binding.

Agreed upon and signed this 12th day of April 2011, at Birmingham, Alabama.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

COOPER GREEN MERCY HOSPITAL:

Sandral Hullett ,CEO

Cooper Green Mercy Hospital

CONTRACTOR

Craig Messman, Service Revenue Manner

Beckman Coulter, Inc.

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

Brown, Bowman, Carrington, Knight and Stephens.

May-24-2011-365

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the termination of the lease agreement (approved on June 29, 2004, M.B. 145, Pgs. 164-165), between the Jefferson County Commission and Daniel Payne College, by letter dated May 11, 2011, due to the destruction of the premises by a tornado on April 27, 2011, is hereby approved.

May 11, 2011

Mr. Terry W. Humphries
Daniel Payne College
29012nd Avenue South, Suite 220
Birmingham, AI 35233

Dear Sirs:

Pursuant to Alabama code Section 35-9A-406, the recent natural disaster in the area on April 27, 2011, and conversations with Bishop Davis, the Jefferson County Commission d/b/a Cooper Green Mercy Hospital hereby terminate its lease of the facility located at 2101 Daniel Payne Drive, Birmingham, Alabama 35214. Cooper Green vacated the premises on April 28, 2011 because the building was damaged/destroyed to such an extent that it cannot be used for the purpose it was intended.

Sincerely
Sandra Hullett, M. D.
Chief Executive Officer/Medical Director

Cc: Shawna Smith, County Attorneys Office

Commissioner George Bowman, Appointing Authority
Commissioner W.D. Carrington, President
Jefferson County Commission

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

May-24-2011-366

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety (90)-day period for sick leave conversion for Sara R. Holloway is hereby waived and sick leave is granted beginning upon approval.

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

May-24-2011-367

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Kronos, Inc. to provide annual maintenance for timekeeping hardware and software in the amount of \$46,775.13 for the period April 2, 2011 - April 1, 2012.

CONTRACT NO.: 00002194

Contract Amendment No. 2 to the Kronos Sales, Software License and Services and Equipment Support Agreements

This Amendment to the Kronos Sales, Software License and Services and the Equipment Support agreements, entered into the on March 24, 2009; Minute Bk: 157; Page 569. Contract entered into the 2nd day of February, 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Kronos Inc., hereinafter referred to as the "Contractor" to provide Maintenance and Support for Kronos hardware and software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

Item 1. Amend Term of Contract: Pursuant to Section D.2 of the Kronos Sales, Software License and Services Agreement and Section 1 of the Equipment Support Agreement, the parties agree to extend the Software Support term of the Contract from April 2, 2011 - April 1, 2012.

The parties further agree that the Kronos Support Services Quote Contract No. 1141473 R02-DEC-10, dated 1/27/11, is incorporated herein by reference and attached hereto, as Exhibit A (on file in the Minute Clerk's office) shall be governed by the Terms and Conditions of the Contract.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Alyce Moore, Vice President - General Counsel

Kronos, Inc.

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

May-24-2011-368

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that t President, W. D. Carrington, be and he hereby is authorized, empowered and directed to execute an Amendment to the Agreement between Jefferson County, Alabama and the YWCA Central Alabama, for the Safe Havens: Supervised Visitation and Safe Exchange Grant Program, date May 25, 2010.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County, and the YWCA Central Alabama, hereinafter called the "the Contractor" to provide services related to the Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The effective date of this agreement shall be , 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on May 25, 2010, in Minute Book 160, Page 15 is hereby amended as follows:

1. It is agreed that the fees specified in the Contract shall be payable upon receipt pending approval from the Jefferson County Office of Community Development & Economic Development. All terms of the Contract shall be a reimbursement basis for eligible expenditures incurred after October 6, 2009, the effective date that the Jefferson County Commission approved a resolution to accept the grant from the Department of Justice.

2. Compensation

The total compensation to be paid to the SUB-RECIPIENT shall not exceed \$314,683. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Budget Category - YEAR ONE	Amount
A. Travel	\$ 4,000
B. Equipment	\$ 900
C. Supplies	\$ 200
D. Consultants/Contracts	
a). Consultant Personnel and Fringe	\$11,200
b). Consultant Travel	\$ 6,000
E. Other Costs	\$ 2,340

F. Indirect Costs	\$-0
TOTAL 1 YEAR PROJECT COSTS	\$ 24,640

Year one will begin on February 1, 2010.

Budget Category - YEARS TWO and THREE	Amount
A. Travel	\$ 6,000
B. Equipment	\$ 2,500
C. Supplies	\$ 525
D. Consultants/Contracts	
a). Consultant Salaries and Fringe	\$ 228,600
b). Consultant Administration	\$ 7,818
c). Consultant Travel	\$ 32,000
E. Other Costs	\$12,600
F. Indirect Costs	\$-0
TOTAL 2 & 3 YEAR PROJECT COSTS	\$ 290,043
TOTAL YEAR 1	\$ 24,640
TOTAL YEAR 2 & 3	\$ 290,043
3 . GRAND TOTAL YEARS 1, 2 and 3	\$ 314,683

Year two will begin on February 1, 2011.

Year three will begin on February 1, 2012.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

YWCA CENTRAL ALABAMA

Suzanne Dunham, CEO

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

May-24-2011-369

WHEREAS, the Jefferson County Commission previously approved a resolution on August 17, 2010 in Minute Book 160, Page 308 authorizing an Agreement between Jefferson County, Alabama and First Light, Inc. for a State Emergency Shelter Grant (SESG10-05-03TFLT/ESG-10-016).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to modify the agreement to include language related to the participation of religious organizations. This Agreement is from Program Year 2010 State funds. There are no additional funds associated with this amendment.

AMENDMENT TO CONTRACT

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 17, 2010, in Minute Book 160, Pages 308, is hereby amended as follows:

Add the paragraph below:

Equal Participation of Religious Organizations

(1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in Emergency Shelter Grant (ESG) activities. Neither the federal government, state government, the COUNTY, SUB-RECIPIENT or SUB-GRANTEE shall discriminate against an organization on the basis of the organization's religious character or affiliation. (2) Organizations that are directly

funded under ESG may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for the program participants. (3) A religious organization that participates in ESG will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. (4) An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. (5) If the COUNTY, state, or other local government voluntarily contributes its own funds to supplement federally funded activities, the COUNTY, state, or other local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, the requirements listed above apply to all of the commingled funds.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Ruth G. Crosby, Executive Director

First Light, Inc.

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

May-24-2011-370

WHEREAS, the Jefferson County Commission previously approved a resolution on August 17, 2010 in Minute Book 160, Pages 308-309 authorizing an Agreement between Jefferson County, Alabama and Aletheia House for a State Emergency Shelter Grant (SESG1003T-ALE/ESG-10-016).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to modify the agreement to include language related to the participation of religious organizations. This Agreement is from Program Year 2010 State funds. There are no additional funds associated with this amendment.

AMENDMENT TO CONTRACT

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 17, 2010, in Minute Book 160, Pages 308-309, is hereby amended as follows:

Add the paragraph below:

Equal Participation of Religious Organizations

(1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in Emergency Shelter Grant (ESG) activities. Neither the federal government, state government, the COUNTY, SUB-RECIPIENT or SUB-GRANTEE shall discriminate against an organization on the basis of the organization's religious character or affiliation. (2) Organizations that are directly funded under ESG may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for the program participants. (3) A religious

organization that participates in ESG will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. (4) An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. (5) If the COUNTY, state, or other local government voluntarily contributes its own funds to supplement federally funded activities, the COUNTY, state, or other local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, the requirements listed above apply to all of the commingled funds.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Christopher, Executive Director

Aletheia House

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

May-24-2011-371

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

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to modify the agreement to include language related to the participation of religious organizations. This Agreement is from Program Year 2010 State funds. There are no additional funds associated with this amendment.

AMENDMENT TO CONTRACT

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 17, 2010, in Minute Book 160, Page 309, is hereby amended as follows:

Add the paragraph below:

Equal Participation of Religious Organizations

(1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in Emergency Shelter Grant (ESG) activities. Neither the federal government, state government, the COUNTY, SUB-RECIPIENT or SUB-GRANTEE shall discriminate against an organization on the basis of the organization's religious character or affiliation. (2) Organizations that are directly funded under ESG may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for the program participants. (3) A religious organization that participates in ESG will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations

may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. (4) An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief. (5) If the COUNTY, state, or other local government voluntarily contributes its own funds to supplement federally funded activities, the COUNTY, state, or other local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, the requirements listed above apply to all of the commingled funds.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Kathie M. Hiers, CEO

AIDS Alabama Inc.

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

May-24-2011-372

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Spencer Engineering Inc., for West Highland Park Improvements Project (CD08-03F-U02-WHP). The modification extends the contract for 210 days. The original completion date was February 21, 2011, and the new completion date shall be September 19, 2011. There shall be no additional expenses associated with this extension. This project is from program year 2008 and funded by federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Spencer Engineering Inc., hereinafter called "the Contractor" for grant allocation PY08/FY11. The effective date of this agreement shall be February 21, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 10, 2010 in Minute Book 160, Page 278, is hereby amended as follows:

The purpose of this Modification is to extend the contract for the West Highland Park Improvements (CD08-03F-U02-WHP) for an additional 210 days. The original contract completion date was February 21, 2011, and new completion date shall be September 19, 2011.

There is no additional expense associated with this extension. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

_____, President

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

May-24-2011-373

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Thompson Architecture, for Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FPH). The modification extends the contract for 210 days. The original completion date was January 7, 2011, and the new completion date shall be August 5, 2011. There shall be no additional expenses associated with this extension. This project is from program year 2009 and funded by federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Thompson Architect, hereinafter called "the Contractor" for grant allocation PY09/FY11. The effective date of this agreement shall be January 7, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 29, 2010 in Minute Book 160, Page 144, is hereby amended as follows:

The purpose of this Modification is to extend the contract for the Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP) for an additional 210 days. The original contract completion date was January 7, 2011, and new completion date shall be August 5, 2011.

There is no additional expense associated with this extension. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Robert N. Thompson, President

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

May-24-2011-374

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP) from the Community Development Block Grant Program.

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

May-24-2011-375

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP).

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

May-24-2011-376

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Nimrod Long and Associates, for Martintown Park Improvements Project (CD09-03F-U03-MTP). The modification extends the contract for 267 days. The original completion date was January 30, 2011, and the new completion date shall be October 24, 2011. There shall be no additional expenses associated with this extension. This project is from program year 2009 and funded by federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Nimrod Long and Associates hereinafter called "the Contractor" for grant allocation PY09/FY11. The effective date of this agreement shall be January 30, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 29, 2010 in Minute Book 160, Page 144, is hereby amended as follows:

The purpose of this Modification is to extend the contract for the Martintown Park Improvements (CD09-03F-U03-MTP) for an additional 267 days from day of execution of amendment. The original contract completion date was January 30, 2011, and new completion date shall be October 24, 2011. There is no additional expense associated with this extension. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Nimrod Long, III, President

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

May-24-2011-377

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing and Urban Development's Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2009 & 2010 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plans authorize the funding of the Emergency Home Repair Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, Vista Roofing and Restoration was selected through the competitive bid process to provide roofing replacement in support of Jefferson County's Emergency Home Repair Programs; and

WHEREAS, additional funds are required to keep this valuable and productive program in place.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that Amendment #1 to the Agreement between Jefferson County and Vista Roofing and Restoration in the amount of \$150,000.00, to be paid for with CDBG Funds, is hereby approved and the Commission President is authorized to sign said Agreement.

AMENDMENT NUMBER ONE TO THE ROOF REPLACEMENT CONTRACT

THIS IS AN AMENDMENT TO THE AGREEMENT FOR ROOF REPLACEMENTS (this "Amendment") by an between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama ("County"), and Gursat Otucu DBA VISTA Roofing and Restoration ("Contractor") (a Corporation organized and existing under the laws of the State of Alabama). The effective date of this amendment shall be the day of , 2011.

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing and Urban Development's Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2009 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 to the CDBG regulations; and

WHEREAS, said Annual Plan authorizes the funding of the Emergency Home Repair Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, Vista Roofing and Restoration was selected through the competitive bid process to provide roofing replacement in support of Jefferson County's Emergency Home Repair Program;

NOW THEREFORE, in consideration of the foregoing, the agreement between the parties which was approved by the Jefferson County Commission on August 17, 2010, in Minute Book 60, Page 310, is hereby amended as follows:

1. ARTICLE 2. The Contract Price. The first sentence shall be revised as follows:

Owner will pay the Contractor an amount not to exceed \$300,000.00 for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the Section 109,

CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

2. ARTICLE 4. Time of Completion. This article is revised as follows: Subject to the rights of the parties in connection with termination as hereinafter set forth, the term of this Contract shall commence on the date the Contract is executed by County and shall be completed within seven hundred thirty (730) calendar days or two years from the date the Contract receives authorization to undertake Roof Replacement Repair at a given residence located within the Jefferson County Community Development Consortium which consists of all of Jefferson County outside of the Cities of Birmingham, Bessemer and Hoover and the towns of County Line, West Jefferson, Sumiton, Argo and Helena and after said date as provided in the Contract Documents. The Contract may be extended, at the County's option and Commission approval, for a period of up to one (1) additional year term until 2013.

3. GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT - GENERAL CONDITIONS - PART I - #9. Time is revised as follows: The parties agree that Time is of the Essence in this Contract. The Contract Time is the period of time allowed to complete the Work in 720 calendar days (two years). The commencement date and the completion date are established in Article 4 of the Agreement. If the Contractor is delayed by an act of the Owner, or by Change Order, or causes beyond the Contractor's control, then the Time of Performance may be extended by Change Order.

4. Except as expressly amended hereby, this Agreement shall continue to be in full force and effect.

5. This Amendment may be executed in several counterparts, each which shall be deemed an original but all which shall constitute only one agreement. This Agreement may be exchanged via facsimile of signature pages executed by the parties hereto.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment #1 effective as of the day of , 2011.

ATTEST:

JEFFERSON COUNTY, ALABAMA

By: W.D. Carrington

Its: President, Jefferson County Commission

ATTEST:

GURSAT OTUCU DBA VISTA ROOFING & RESTORATION

Title Gursat Otucu, President

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

May-24-2011-378

WHEREAS, Virginia College desires to provide occupational training to Adult participants; and
WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Virginia College for Program Year 2011.

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

May-24-2011-379

WHEREAS, Virginia College desires to provide occupational training to Dislocated Worker participants; and
WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Virginia College for Program Year 2011.

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

May-24-2011-380

WHEREAS, Beville State Community College desires to provide occupational training to Adult participants; and
WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Beville State Community College for Program Year 2011.

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

May-24-2011-381

WHEREAS, Beville State Community College desires to provide occupational training to Dislocated Worker participants; and
WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Beville State Community College for Program Year 2011.

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

May-24-2011-382

WHEREAS, Jefferson County has received approval from the Alabama Department of Economic and Community Affairs for National Emergency Grant Disaster Funds for the purpose of providing jobs in the aftermath of the tornados of April 27, 2011; and

WHEREAS, the grant assistance approved is for \$3,065,218.00 for the periods 5/12/11 - 12/31/11; and

WHEREAS, it is necessary to execute required documents and reports in compliance with the grant.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, David Carrington is authorized to sign all documents and reports in connection with the National Emergency Grant.

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

May-24-2011-383

WHEREAS, Donnie R. Jones, an employee of the Jefferson County Roads and Transportation Department, request the waiver of the ninety (90) day notice requirement for the Jefferson County Sick Leave Conversion/Retirement Benefit Program.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety (90) day period for entrance to the Jefferson County Sick Leave Retirement/Benefit Program for Donnie R. Jones is hereby waived and sick leave is granted upon approval.

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

May-24-2011-384

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Asset Works, Inc. to provide maintenance and updates to the FleetFocus Enterprise Asset Management System used by Fleet Management for the period April 1, 2011 - March 31, 2012 in the amount of \$25,646.50.

CONTRACT NO: 00002404

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 16th March 2011, by and between Jefferson County Alabama, hereinafter called "the County", and ASSET WORKS INC. called "the Contractor". The effective date of this agreement shall be April 1, 2011.

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

WHEREAS, the Contractor desires to furnish said professional services to the Fleet Management Department.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for RFP No. 246-08. The BID describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from ASSET WORKS INC. , constitutes essential components of this Contract and is adopted herein by reference. The bid and this CONTRACT document constitute the entire agreement between the parties. The Scope of services are as follows:

DESCRIPTION	ANNUAL PRICE
ANNUAL SOFTWARE MAINTENANCE AND SUPPORT FleetFocus FA 2,500 Active Equipment Units Including Bar Code, Call Center, Equipment Planning, Labor Capture, Motor Pool, Production Planning, Query, Replacement Modeling, Service Level Agreements, and Shop Scheduling, product updates and enhancements, unlimited email and telephone support for 12 months	\$25,646.50

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on March 31, 2013 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 Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the

sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

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

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

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

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

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

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

16. 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.

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

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

WITNESSES:

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

WITNESSES:

CONTRACTOR
R. D. Dadoo, Sr. Vice President
AssetWorks, Inc.

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

May-24-2011-385

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama as follows:

1. That the County enters into a Supplemental Agreement Number with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated November 23, 1999, and Supplemental Agreement Number 1 dated March 27, 2003 for:

Right-of-Way Acquisition Program, Project STPBH-7164(600), improvements on Main Street from West Tarrant Road to Red Mayne Road in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President of the County Commission, for and on its behalf:

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted and approved this 24th day of May, 2011.

ATTESTED:

W. D. Carrington

County Clerk

President, County Commission

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-7164(600)

Project Reference Number 100007597

Improvements on Main Street from West

Tarrant Road to Red Mayne Road in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 3

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the

Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a Right-of-Way Acquisition Program for improvements on Main Street from West Tarrant Road to Red Mayne Road in Jefferson County, effective November 23, 1999, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on November 23, 1999, and Supplemental Agreement Number 1 dated March 27, 2003, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated November 23, 1999, and Supplemental Agreement Number 1 dated March 27, 2003, be the same is hereby amended in the following respects:

1. Paragraph 17 of the foregoing Agreement is hereby amended by substituting January 17, 2015, in lieu of January 20, 2003, in such paragraph.

2. All other and remaining terms of the Agreement of November 23, 1999, shall remain the Same.

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

County Clerk

W. D. Carrington, President, Jefferson County Commission

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ___ day of ____, 2011.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

May-24-2011-386

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enters into a Supplemental Agreement Number 4 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated February 18, 1997, Supplemental Agreement Number 1 dated July 8, 1999, Supplemental Agreement 2 dated March 27, 2003, and Supplemental Agreement Number 3 dated March 29, 2007, for:

Right-of-Way Acquisition and Construction Program, Project STPBH-9802 (924), Project Reference Number 100007638 and Project Reference Number 100007629 for Jefferson County TOPICS (Phase 8) Intersection Improvements in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President, for and on its behalf;

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

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

Passed, adopted, and approved this 24th day of May, 2011.

ATTESTED:

W. D. Carrington

County Clerk

President, Jefferson County Commission

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION

BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-9802 (924)

Project Reference Number 100007638

Project Reference Number 100007629

Jefferson County TOPICS (Phase 8) Intersection Improvements in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 4

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a Right-of-Way Acquisition and Construction Program for Jefferson County TOPICS (Phase 8) Intersection Improvements in Jefferson County, effective February 18, 1997, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on February 18, 1997, Supplemental Agreement Number 1 dated July,8, 1999, Supplemental Agreement Number 2 dated March 27, 2003, and Supplemental Agreement Number 3 dated March 29, 2007, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated February 18, 1997, Supplemental Agreement Number 1 dated July 8, 1999, Supplemental Agreement Number 2 dated March 27, 2003, and Supplemental Agreement Number 3 dated March 29, 2007, be and the same is hereby amended in the following respects:

1. Paragraph 15 of the foregoing Agreement is hereby amended by substituting January 17, 2015, in lieu of January 18, 1999, in such paragraph.
2. All other and remaining terms of the Agreement of February 18, 1997, shall remain the same.

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

ATTEST:

County Clerk

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President, Jefferson County Commission

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ___ day of ____, 2011.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

May-24-2011-387

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enters into a Supplemental Agreement Number 2 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated August 26, 2003, and Supplemental Agreement Number 1 dated April 6, 2007, and for:

Construction Agreement, for Project STPBH-5939 (200), Project Reference Number 100007540 to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President, for and on its behalf;
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

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

Passed, adopted, and approved this 24th day of May, 2011.

ATTESTED:
County Clerk

W. D. Carrington
President, Jefferson County Commission

AGREEMENT FOR CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-5939 (200)

Project Reference Number 100007540

Widen CR-29 from Heatherwood Drive to Acton Road to

Include a Bridge Replacement over the Cahaba River in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 2

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a Construction Program to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County, effective August 26, 2003, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on August 26, 2003, and Supplemental Agreement Number 1 dated April 6, 2007, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated August 26, 2003, and Supplemental Agreement Number 1 dated April 6, 2007 be and the same is hereby amended in the following respects: 1. Paragraph 13 of the foregoing Agreement is hereby amended by substituting January 17, 2015, in lieu of January 20, 2003, in such paragraph. 2. All other and remaining terms of the Agreement of August 26, 2003, shall remain the same.

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

County Clerk

W. D. Carrington, President, Jefferson County Commission

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ___ day of _____, 2011.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

May-24-2011-388

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enter into a Supplemental Agreement Number 2 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated April 6, 2005, and Supplemental Agreement Number 1 dated March

22, 2007 for:

Right-of-Way Acquisition Program, Project STPBH-5939 (200), Project Reference Number 100007541 to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President, for and on its behalf;
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk. Passed, adopted, and approved this 24th day of may, 2011.

ATTESTED:
County Clerk

W. D. Carrington
President, Jefferson County Commission

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-5939 (200)

Project Reference Number 100007541

Widen CR-29 from Heatherwood Drive to Acton Road to Include a Bridge Replacement over Cahaba River in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 2

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a Right-of-Way Acquisition Program to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County, effective April 6, 2005, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on April 6, 2005, and Supplemental Agreement Number 1 dated March 22, 2007, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated April 6, 2005, and Supplemental Agreement Number 1 dated March 22, 2007, be and the same is hereby amended in the following respects: 1. Paragraph 17 of the foregoing Agreement is hereby amended by substituting January 17, 2015, in lieu of January 15, 2007, in such paragraph. 2. All other and remaining terms of the Agreement of April 6, 2005, shall remain the same.

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

ATTEST:
County Clerk

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

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ___ day of ____, 2011.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

May-24-2011-389

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-5(US-78) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: NH-0005(538) Planing, Resurfacing, and Permanent Traffic Stripe along SR-5(US-78) from Finley Avenue to Cherry Avenue.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

Please refer to: Project, Traffic Signal Plan and Traffic Control Notes (Sheets 2J- 2CC)

Please refer to: Traffic Control Plan (Sheets 6 - 16)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 24th day of May, 2011.

ATTEST
County Clerk

W. D. Carrington
Commission President

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

May-24-2011-390

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the Recommendation of the Director of Roads and Transportation, the President of the Commission is hereby authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Robert A. Jones, Jr. Attorney to provide Real Estate Closing Services related to the Morgan Road Improvements Project originally executed through Commission on March 3, 2009, Minute Book 157, Page(s) 514-519 in the amount of \$30,000. This document AMENDS ARTICLE IV Payment to add \$5, 000.00 and Time (an additional three years) to the original agreement.

AMENDMENT NUMBER ONE
TO AGREEMENT FOR CLOSING ATTORNEY SERVICES

IN CONJUNCTION WITH MORGAN ROAD IMPROVEMENTS STPBH-7002(600) RIGHT OF WAY PROJECT

This document shall AMEND ARTICLE IV Payment Total Contract Amount an additional \$5000 and Time an additional three years from the original AGREEMENT identified as CLOSING ATTORNEY SERVICES IN CONJUNCTION WITH MORGAN ROAD IMPROVEMENTS STPBH-7002(600) RIGHT OF WAY PROJECT dated March 3, 2009; in Minute Book 157, Pages 514-519.

WITNESSETH

WHEREAS, the COUNTY deems that additional work over and above the original scope is necessary to complete the project and additional time is therefore needed to accomplish the additional work. NOW, THEREFORE, the COUNTY and the CONSULTANT/ATTORNEY hereby AMEND the AGREEMENT as follows:

AMENDMENT TO ARTICLE IV

1. Amend the Total Contract Amount for the Entire Project Not To Exceed: \$30,000 to read Total Contract Amount for the Entire Project Not To Exceed: \$35,000.
2. Amend the time of completion from one year to three years.

ARTICLE VIII

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ROBERT A. JONES, Jr. ATTORNEY AT LAW on the day of 2011, and the COUNTY on the 24th day of May, 2011.

ROBERT A. JONES, Jr. ATTORNEY

Robert A. Jones, Jr. CONSULTANT/ATTORNEY CONSULTANT/ATTORNEY

ATTEST:
COMMISSION
Minute Clerk

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

RECOMMENDED:
E. Wayne Sullivan
Director/County Engineer

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

May-24-2011-391

WHEREAS, the Jefferson County Office of Senior Citizens, the Sub-grantee, wishes to participate in a federal grant from the Alabama Department of Senior Services for Emergency Preparedness; and

WHEREAS, the purpose of this grant is to allow the Sub-grantee the opportunity to purchase weather radios to be distributed to the frail, isolated/rural and disabled citizens in Jefferson County during Older American month; and

WHEREAS, the Office of Senior Citizens Services has received a grant award from Alabama Department of Senior Services in the

amount of \$3,500.00 for the period ending July 31, 2011; and

WHEREAS, these are federal dollars and no local match is required and therefore all purchases of radios will be paid from the funds of this grant.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept these grant funds in the amount of \$3,500.00 to purchase weather radios.

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

May-24-2011-392

WHEREAS, the Alabama Department of Senior Services through the Older Americans Grant provides funding to the Jefferson County Office of Senior Citizens with funding allowed to be carried over for three years; and

WHEREAS, the Jefferson County Office of Senior Citizens Services is requesting approval to increase funding to the current Title III -Administration Grant #1*160 in the amount of \$126,590, to cover administration cost; and

WHEREAS, these are federal dollars and there is a 25% local non- federal match requirement for this grant, which could also be in-kind.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept funds from the Alabama Department of Senior Services in the amount of \$126,590.

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

May-24-2011-393

WHEREAS, the Alabama Department of Senior Services through the Older Americans Grant provide funding to the Jefferson County Office of Senior Citizens with funding being allowed to be carried over for three years; and

WHEREAS, the Jefferson County Office of Senior Citizens Services is requested approval to increase funding to the current Title III - Administration Grant #1*161 in the amount of \$26,441.00, to cover administration cost; and

WHEREAS, these are federal dollars and there is a 25% local non- federal match requirement for these grant, which could also be in-kind.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept funds from the Alabama Department of Senior Services in the amount of \$26,441.00.

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

May-24-2011-394

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Amendment No. 3 to Administrative Order 92-8 Jefferson County Sick Leave - Retirement Conversion Benefit, be and hereby is approved.

ADMINISTRATIVE ORDER NO. 92-8, AS AMENDED March 31, 1993

JEFFERSON COUNTY SICK LEAVE - RETIREMENT CONVERSION BENEFIT

AMENDMENT NO. 3

1. Application Procedure

If a waiver of Item 3(b) Application Procedure

"The application shall be submitted at least ninety (90) days but no more than one hundred twenty (120) days in advance of

the anticipated retirement date. "

is needed, the request for waiver shall be submitted with the completed and signed irrevocable application for election of the retirement service credit under this Administrative Order.

Adopted this the 24th day of May, 2011.

W. D. Carrington, President

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

May-24-2011-395

WHEREAS, the Jefferson County Commission provides a flexible spending plan to its employees; and

WHEREAS, the plan has a current reserve of \$25,000 for withdrawals made prior to automatic monthly payroll deduction; and

WHEREAS, the current reserve must be increased to prevent the overdraft of funds.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized to increase the escrow reserve of the flexible spending account by \$15,000.00.

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

May-24-2011-396

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Employers Drug Program Management, Inc. (EDPM) to provide pre-employment physicals and substance abuse services for the period June 1, 2011 - May 31, 2012 in the amount of \$81,000.

AMENDMENT TO CONTRACT

RENEWAL NO. 1

This Amendment to the Contract entered into this 7th day March, 2011 by and between Jefferson County, Alabama, through the Human Resources (hereinafter referred to as the "County Commission", and EPMD, Incorporated, *(hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 8th day of June, 2010, and recorded in Minute Book 160, Page 55-57, is hereby amended as follows:

Amend th Terms of Work paragraph as follows: This contract will be effective June, 1, 2011 through May 31, 2012.

The Contract may be renewed annually at the County's option for one additional year, if mutually agreed upon by both parties.

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

Jefferson County, Alabama

W. D. Carrington, President - Commissioner

CONTRACTOR

Anoop Mishra

EDPM, Incorporated

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

May-24-2011-397

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:
Anthony D. Williams, Sheriff's Office was granted a military leave of absence from February 1, 2011 to April 15, 2011 and the amount of pension contributions due Anthony D. Williams is \$693.22 plus the County matching contributions of \$693.22 for a total of \$1,386.44.

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

May-24-2011-398

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

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

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

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

May-24-2011-399

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Jay Shree Umiya, Inc., applicant; Jignesh Pravinchandra Patel, member/operator; d/b/a Forestdale Jet Pep located at 1084 Forestdale Blvd., Birmingham, AL 35214 for an off-premise retail beer and wine license, be and hereby is approved.

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

May-24-2011-400

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

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

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

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

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

Z-2011-008 Jason Murphree, owner. Change of zoning on Parcel ID#s 12-3-3-0-22.1 in Section 3 Twp 16 Range 1 West from R-G (Single Family) to A-1 (Agriculture) for temporary mobile home, future residence, and horses. (Case Only: 2799 Shoemaker Street; Birmingham, AL 35235) (CHALKVILLE) (4 Acres M/L)

RESTRICTIVE COVENANTS: 1. no more than one (1) mobile home shall be permitted on the site; 2. said mobile home shall be permitted for a period not to exceed 3 years; and, 3. said mobile home shall be removed upon the completion and occupancy of a single family residence.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the Z-2011-008 be approved. Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

May-24-2011-401

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

Amendment No. 1 to the agreement ESI Acquisition, Inc. to provide annual maintenance and support for Jefferson County Emergency Management Agency's WEBEOC software for the period June 1, 2011 - May 31, 2012 in the amount of \$16,700.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
5/24/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DR. BRISSIE LASER FOR HOOVER PUB. SAFETY WORKSHOP	CORONER/MED EXAM	26.99	1900049984
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING AND REVENUE MAILOUTS	GEN SVCS: ADMIN	128.52	1900049972
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DECORATION,SPEECHTHRAPHY TOOLS,PROFESSLIABINSU,BINS	CGH: DIETARY	795.60	1900049992
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POOL CAR GAS	CORONER/MED EXAM	20.00	1900050159
DISTRICT 1	1027757	HAZEL ROCK	REFUND FOR ESTATE OF MARTHA CAFFEE	CO HOME: BUSINESS OFFICE	846.00	1900050231
DISTRICT 1	1027761	CHARLIE CLARK	REFUND FOR ESTATE OF ANNIE CLARK	CO HOME: BUSINESS OFFICE	1,701.63	1900050232
DISTRICT 1	1027762	LLOYD MORGAN	REFUND FOR ESTATE OF CHARLES MORGAN	CO HOME: BUSINESS OFFICE	901.30	1900050233
DISTRICT 1	1027763	NANCY JO HOBSON	REFUND FOR VERLIE THOMPSON	CO HOME: BUSINESS OFFICE	250.00	1900050234
*DISTRICT 1					4,670.04	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BRIDGE PAINT & SOME LAG SCREWS FOR BRIDGE REAPIR	R&T: BRIDGE MAINT/CONSTR	164.71	1900049982
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, HERBICIDE PERMIT, MATERIALS, FUELINE	R&T: HIWAY MAINT-BESS	126.44	1900050025
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & POSTAGE	R&T: HIWAY MAINT-KETONA	22.91	1900049983
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR HAND SANITIZERS	ECON DEV WKFORCE INVEST	20.19	1900050150
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, PHONE HOLSTER & TORCH REPAIR	R&T: BRIDGE MAINT/CONSTR	138.15	1900050249
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE, AUTO PART	FLEET MGMT: ADMIN	12.85	1900050160
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR CERTIFIED MAIL RECEIPTS	ECON DEV WKFORCE INVEST	22.68	1900050151
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL, POSTAGE STAMPS	FLEET MGMT: ADMIN	152.00	1900050148
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR JERRY HARDIN - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	20.00	1900050213
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GRINDING WHEEL, FUEL PUMP, FILLER CAP, PRIMER BULB	R&T: BRIDGE MAINT/CONSTR	66.05	1900050216
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SOCKET & EXTENSION FOR KETONA MAINTENANCE	R&T: HIWAY MAINT-KETONA	18.25	1900050214
DISTRICT 2	1020107	ECON DEV ADM/US DEPT OF	EDA RLF INTEREST SEQUEST FD GRANT# 04-39-03391.02	ECON DEV LN COUNTY	260.92	1900050591
*DISTRICT 2					1,125.15	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DIAL SOAP & SPRAY TRIGGERS	SHER CORRECT-BHAM	88.97	1900049845
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-EXAMINERS/AUDITORS-MARCH	REVENUE	339.81	1900049975
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EMA/CAD SPONSORED FIELD TRIP FOR CJ DONALD ELEM.	EMA	313.90	1900050044
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)83.84	REVENUE	83.84	1900049955
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. OFFICE SUPPLIES-J.WOODS-181.79	REVENUE	181.79	1900050163
DISTRICT 3	1001854	WESLEY SCOTT MOORE	TRAVEL REIMB.- W. SCOTT MOORE-AUDIT 3/13	REVENUE	56.23	1900050042
*DISTRICT 3					1,064.54	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA -CONTAINER, EOC/FOOD, EXT HARD DRIVE, STAMP	EMA	328.44	1900050045
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PRINTING FEES(KINKOS) -REIMBURSE NICHALOUS SIMS	LAND DEVELOPMENT	63.49	1900050153
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MILEAGE FOR JAMES DUNCAN JR.	LAND DEVELOPMENT	23.49	1900050247
*DISTRICT 4					415.42	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENTS-CHIASA SUZUKI	PER BD: TESTING	40.38	1900049701
DISTRICT 5	1018490	LENITA BARNES	ASSESSORREIMB-BARNES-0211POLICESERGEANTDEVEL	PER BD: TESTING	125.00	1900050253
DISTRICT 5	1019419	THOMAS BURKE	ASSESSORREIMB-BURKE-0211POLICESERGEANTDEVEL	PER BD: TESTING	125.00	1900050255
DISTRICT 5	1024345	ANDREW LULL	ASSESSORREIMB-LULL-0211POLICESERGEANTDEVEL	PER BD: TESTING	171.00	1900050252
DISTRICT 5	1026982	MARIO SANCHEZ	ASSESSORREIMB-SANCHEZ-1010GRADUATEASSESSMENT	PER BD: TESTING	255.15	1900050254
DISTRICT 5	1027790	ELLIS SINCLAIR	ASSESSORREIMB-SINCLAIR-0211POLICESERGEANTDEVEL	PER BD: TESTING	323.45	1900050285
DISTRICT 5	1027791	JUDY MANNING	ASSESSORREIMB-JUDY-0211POLICESERGEANTDEVEL	PER BD: TESTING	269.50	1900050287
DISTRICT 5	1027792	MARY NASH	ASSESSORREIMB-NASH-0211POLICESERGEANTDEVEL	PER BD: TESTING	191.00	1900050283
*DISTRICT 5					1,500.48	
**					8,775.63	

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

May-24-2011-402

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to terminate the contract between Jefferson County, Alabama and the Board of Trustees of the University of Alabama for the University of Alabama at

Birmingham -Health Services Foundation (UAB - TASC), which was approved by the County Commission on March 8, 2011, at Minute Book 161, Pages 321-322.

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

May-24-2011-403

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Terms of Engagement between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC to provide accounting services in an amount not to exceed \$110,000 without Commission approval.

TERMS OF ENGAGEMENT

FEBRUARY 11, 2011

1. ENGAGEMENT. Warren, Averett, Kimbrough & Marino, LLC and its affiliates ("Warren Averett") are pleased to confirm our understanding of the services we are to provide for the Jefferson County Commission (the Commission) and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

2. SERVICES PROVIDED: We will provide professional services to the Commission as requested by the Commission from time to time, including but not limited to, gathering facts, evaluating systems and processes, and making recommendations, and reconciling beginning balances for September 30, 2009 to the audited September 30, 2008 balances.

You are responsible for making all management decisions and performing all management functions, and for designating an individual with suitable skill, knowledge, or experience to oversee any business planning services and other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

We are responsible for conducting the engagement in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Our engagement cannot be relied on to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures, that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

3. DETECTION: This engagement will not include any procedures designed to detect fraud, theft, or illegal acts, and the Commission agrees that we will have no responsibility to do so.

4. FEES: Our fees for these services will generally be billed at the rates specified below plus any out-of-pocket costs. However, the fees for services may include a premium for service resulting from other factors deemed relevant, including, but not necessarily limited to, the difficulty of the issues and the time limitations imposed.

Position	Hourly Rate
Member	\$210-300
Senior Manager	\$175-205
Manager	\$175-205
Supervisor	\$140-170
Senior Accountant	\$120-140
Staff Accountant	\$115

Our estimated fees are \$110,000 for this assistance.

5. BILLING: Invoices are due within 30 days of the invoice date. In the event that payment is not received within 30 days of the due date, the Commission will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Commission agrees that we will not be responsible for the Commission's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Commission resulting from the Commission's failure to meet such deadlines.

6. LEGAL FEES: In addition to the fees for services described in this agreement, the Commission agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, and legal fees incurred by Warren Averett in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement

thereon. However, in no event, shall the Commission be responsible for fees incurred by Warren Averett in defense of its own work.

7. LIABILITY: Warren Averett's maximum liability to the Commission for any reason shall be limited to the fees paid by the Commission for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence or our willful misconduct.

8. INDEMNITY: The Commission agrees to release, defend, indemnify and hold Warren Averett and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett by the Commission.

9. ALTERNATIVE DISPUTE RESOLUTION: By signing this agreement, both parties agree to submit to mediation at the option of either party for the resolution of any disputes or claims.

10. INVALIDATION: In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

11. TERM: This agreement shall survive the termination of the Commission's engagement of Warren Averett.

12. AMENDMENT: The terms and conditions of this agreement apply exclusively to the services specifically set forth in the "Services Provided" section herein and do not apply to any other services specifically addressed in any separate Contracts or Terms of Engagement entered into between Warren Averett and the Commission. This agreement does not impose upon Warren Averett any additional obligations or responsibilities with respect to any other Contracts or Terms of Engagement entered into between Warren Averett and the Commission.

13. 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.

CLIENT SIGNATURE: If the foregoing is in accordance with the Commission's understanding, please sign the copy of this letter in the space provided and return it to us.

Acknowledged:

W. D. Carrington

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

May-24-2011-404

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Terms of Engagement, Accounting Services Contract and Addendum to Accounting Services Contract between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC to provide auditing services for FY2010 in the amount of \$650,000.

TERMS OF ENGAGEMENT

FEBRUARY 18, 2011

1. ENGAGEMENT. Warren, Averett, Kimbrough & Marino, LLC and its affiliates ("Warren Averett") are pleased to confirm our understanding of the audit services we are to provide for Jefferson County, Alabama ("the County"). This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

In the following sections, "we" refers to Warren Averett and "you" refers to Jefferson County, Alabama.

2. SERVICES PROVIDED: We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the Jefferson County Commission (the "Commission") as of and for the year ended September 30, 2010, as described in our agreement dated February 18, 2011, and provide professional services to the Commission as are requested by the Commission from time to time. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the Commission's basic financial statements. As part of our engagement, we will apply certain limited procedures to the Commission's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis, if included.
2. Schedules of Revenues, Expenditures and Changes in Fund Balances; Budget and Actual.

Supplementary information other than RSI also accompanies the Commission's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements.

1. Schedule of Expenditures of Federal Awards.
2. Combining Financial Statements

Any additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will disclaim an opinion on such information.

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Terms of Engagement is a standard firm document signed by all clients that ensures both the firm and the client have a clear understanding of the services to be provided and the terms and objectives of the engagement.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with the U.S generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996 and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations, and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards and related notes for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures for federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal control, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Jefferson County Commission and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the

provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review as soon as possible.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above in this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from (i) errors, (ii) fraudulent financial reporting, (iii) misappropriation of assets, or (iv) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on the Jefferson County Commission's financial statements.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Jefferson County Commission's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Commission's major programs. The purpose of these procedures will be to express an opinion on the Commission's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing in a timely manner.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to oversight agencies, as directed by you; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Warren Averett and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State of Alabama Department of Examiners of Public Accounts, certain cognizant or oversight agencies, or a designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett personnel and you will be billed for this at our standard hourly rates. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Alabama Department of Examiners of Public Accounts or your cognizant agency or oversight agency. If we are aware that the State of Alabama Department of Examiners of Public Accounts, a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review report was provided to you as part of our proposal for the engagement. There was no letter of comment. Our 2010 peer review report is attached. There was no letter of comment.

3. REQUESTS FOR ASSISTANCE: With regard to the audit of the financial statements of the Commission for the year ended September 30, 2010, we will request assistance from County employees on a regular basis to provide supporting documentation, analyses, and other explanations or support for accounting entries or account balances, as outlined in the Accounting Services Contract dated February 18, 2011.
4. DETECTION. This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements, and the County agrees that we will have no responsibility to do so.
5. FEES: Our fees for these services are outlined in the Accounting Services Contract dated February 18, 2011. If unusual circumstances or transactions are encountered outside the scope of the audit, we will discuss them with you in advance and agree on any additional fees before we incur any time. Other requested services will generally be billed at our standard per diem rates in effect at the time the services are performed.
6. BILLING: Billing terms are outlined in the Accounting Services Contract dated February 18, 2011. Invoices are due within 30 days of the invoice date. In the event that payment is not received within 45 days of the due date, the County will be assessed interest charges of 1.0 percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the County agrees that we will not be responsible for the County's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the County resulting from the County's failure to meet such deadlines.
7. LEGAL FEES: In addition to the fees for services described in this agreement, the County agrees to pay legal fees incurred by Warren Averett in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.
8. LIABILITY Warren Averett's maximum liability to the County for any reason shall be limited to the fees paid by the County for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence or our willful misconduct.
9. INDEMNITY: The County agrees to release, defend, indemnify and hold Warren Averett and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett by the County, or intentional withholding, or concealment of information from Warren Averett by the County.
10. DISPUTE RESOLUTION: By signing this agreement, both parties agree to submit to mediation at the option of either party for the resolution of any disputes or claims.
11. INVALIDATION. In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.
12. 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.
13. TERM: This agreement shall survive the termination of the County's engagement of Warren Averett.
14. AMENDMENT.' This agreement may be amended only by a written instrument duly executed on behalf of Warren Averett and Jefferson County Commission (including, without limitation, an updated version of Terms of Engagement intended by Warren Averett to replace this agreement).

CLIENT SIGNATURE: If the foregoing is in accordance with Jefferson County Commission's understanding, please sign the copy of this letter in the space provided and return it to us.

Acknowledged:

W. D. Carrington, Commission President

Warren, Averett, Kimbrough & Marino, LLC

ACCOUNTING SERVICES CONTRACT

FEBRUARY 18, 2011

THIS AGREEMENT entered into this 18th day of February, 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and Warren, Averett, Kimbrough & Marino, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be February 18, 2011.

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

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 159-10, dated June 16, 2010, the terms of which are included herein by reference. The Contractor shall perform all necessary professional financial services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner accounting audits as described below:
 - a. An audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit(s), each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the Jefferson County Commission as of and for the year ended September 30, 2010.
 - b. Services shall include sufficient examination of underlying data to conclude that footnote information and the amounts included therein with respect to derivatives and interest swap rates are in accordance with generally accepted accounting principles and are not materially misstated in relation to the financial statements as a whole. Contractor will be given a work product from the swap consultant to help with their review.
 - c. A Single Audit of the Jefferson County Commission's federal grant programs for the year ended September 30, 2010.
3. **ADJUNCT PROJECTS:** The Commission anticipates that services in addition to those discussed in section 2 may be requested from time-to time from the Contractor to provide analyses, information gathering or other agreed-upon procedures. Such requests for services, upon approval by the Finance Committee of the Jefferson County Commission and acceptance by the Contractor, will be billed at the hourly rates itemized in Section 5.c. Progress billings for such services will be in accordance with section 5.
4. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional financial accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until December 31, 2011. The parties may extend the term of this agreement by mutual agreement if required for completion of services.
5. **COMPENSATION:** The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided, the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

ACCOUNTING SERVICE	COST PROPOSAL
(a) Audit of the Commission's financial accounts for the year ended 9/30/10	Estimated Hours-3,725 Estimated Fees - \$460,000
(b) Single Audit of the Commission's federal grant programs for the year ended 9/30/10 (assumes 5 programs, each additional program \$22,000)	Estimated Hours-800 Estimated Fees - \$120,000
(c) Hourly rates by position are as follows:	
POSITION	HOURLY RATES
Member	\$200-290
Senior Manager/Manager	\$165-195
Supervisor	\$130-160
Senior Accountant	\$110-130
Staff Accountant	\$105

A 10%o payment of approximately \$58,000 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 15th and the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 30 days of invoice date.

Expenses will also include only actual out of pocket expenses such as mileage and other direct costs. All out of pocket expenses will be billed separately and disclosed fully on the statements.
6. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc., and that the County will not be obligated for same under this contract.
7. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor acknowledges that it is required to agree to and comply with AO 08-4 regarding equal opportunity practices. A copy of the AO is attached hereto.
8. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

9. TERMINATION OF CONTRACT: This contract, with regard to the audit of the September 30, 2010 financial statements, may be terminated by the County with a thirty (30) day written notice to the Contractor. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

12. INSURANCE: 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.

13. 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.

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 the Agreement.

14. CONFLICTS OF INTEREST: Other than assisting CPA firm clients in the normal course of business related to occupational tax and business license matters, during the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

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

CONTRACTOR
Carol L. Phillips, CPA
Warren, Averett, Kimbrough & Marino, LLC

JEFFERSON COUNTY, ALABAMA
David Carrington, President
Jefferson County Commission

ADDENDUM TO ACCOUNTING SERVICES CONTRACT

FEBRUARY 18, 2011

1. ENGAGEMENT: Warren, Averett, Kimbrough & Marino, LLC and its affiliates ("Warren Averett") are pleased to confirm our understanding of the audit services we are to provide for Jefferson County, Alabama ("the County"). This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. A separate addendum will address the Single Audit and the communications required by Government Auditing Standards issued by the Comptroller General of the United States of America.

In the following sections, "we" refers to Warren Averett and "you" refers to Jefferson County, Alabama.

2. SERVICES PROVIDED: We will perform auditing services as described in paragraphs 2a., 2b., and 2c. of the Accounting Services Contract.

The objective of our audits is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audits will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of your accounting records and other procedures we consider necessary to enable

us to express such opinions. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audits or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. Our procedures will include tests of the documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and banks. We will request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audits will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect errors, fraud, or other illegal acts that are immaterial to the financial statements. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audits will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you internal control related matters that are required to be communicated under professional standards. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with U.S. generally accepted accounting principles. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators or others. Management is also responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing in a timely manner.

3. **REQUESTS FOR ASSISTANCE:** With regard to the audit of the financial statements of the Commission for the year ended September 30, 2010, we will request assistance from County employees on a regular basis to provide supporting documentation, analyses, and other explanations or support for accounting entries or account balances. All such requests will be documented by us with reasonable response dates assigned. Such open request lists will be reviewed periodically (at least weekly) with the Chief Financial Officer and Assistant Finance Director. Complete, accurate, and timely responses to all of our requests for assistance have a direct effect on our ability to complete the audit within timelines stated in this document. We will notify the Chief Financial Officer, Assistant Finance Director, and the Chairperson of the Commission's Finance Committee, in writing, at any point in time when the failure of County employees to provide complete, accurate, and timely responses to our requests for assistance will delay our expected completion date per section 4 of this addendum. Such communication may result in Documented Delays as defined in Section 4.

4. **COMPLETION OF FINANCIAL STATEMENT AUDIT:** With regard to the financial statement audit for the year ended September 30, 2010, per section 2.a. of the Accounting Services Contract, we will document our expected date to commence audit procedures once the compilation of the September 30, 2010 financial statements is complete. The expected completion date to provide a draft of the audited September 30, 2010 financial statements is the end of the 20 weeks following our audit commencement date (excluding holiday weeks). Any delays in our commencement date would extend our completion date, accordingly.

Documented Commencement Date is the date recorded on the Commencement Date form and signed by an authorized representative of both parties. Documented Delays are delays that are either a) caused by County personnel or b) due to circumstances beyond the control

of the Firm or the County, including written notifications to the CFO as described in section 3 of the addendum. Such documented delays shall be reported on a Documented Delay form and signed by an authorized representative of both parties.

5. DETECTION: This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements, and the County agrees that we will have no responsibility to do so. However, if, during the ordinary course of the audit, such acts are in fact detected, they will be reported to appropriate County personnel upon discovery.

6. FEES: Our fees for these services are outlined in the accompanying accounting services contract. If unusual circumstances or transactions are encountered outside the scope of the audit, we will discuss them with you in advance and agree on any additional fees before we incur any time. Other requested services will generally be billed at our standard per diem rates in effect at the time the services are performed.

7. BILLING: Billing terms are outlined in the accompanying accounting services contract. Invoices are due within 30 days of the invoice date. In the event that payment is not received within 45 days of the due date, the County will be assessed interest charges of 1.0 percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the County agrees that we will not be responsible for the County's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the County resulting from the County's failure to meet such deadlines.

8. LEGAL FEES: In addition to the fees for services described in this agreement, the County agrees to pay legal fees incurred by Warren Averett in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon. However, in no event, shall the County be responsible for fees incurred by Warren Averett in defense of its own work.

9. LIABILITY: Warren Averett's maximum liability to the County for any reason shall be limited to the fees paid by the County for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence or our willful misconduct.

10. INDEMNITY: The County agrees to release, defend, indemnify and hold Warren Averett and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett by the County.

11. ALTERNATIVE DISPUTE RESOLUTION: By signing this agreement, both parties agree to submit to mediation at the option of either party for the resolution of any disputes or claims.

12. INVALIDATION: In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

13. 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.

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Carol L. Phillips, CPA	David Carrington, President
Warren, Averett, Kimbrough & Marino, LLC	Jefferson County Commission

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

Communication was read from Budget & Management recommending the following:

Tax Collector \$6,038

Add purchasing memorandum to purchase a copier.

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

STAFF DEVELOPMENT

Individual Staff Development

Probate Court
Alan L. King \$ 325.00
Alabama Probate Court Assn. Summer Conference
Orange Beach, AL - July 24-27, 2011

Revenue
Edgar Woodis
Audit Great Taste Alabama, LLC; Heely-Brown Co., Inc. and Manning Restaurants, Inc. \$1,162.90
Atlanta, GA - July 10-15, 2011

Wesley Scott Moore \$1,088.10
Sales, Use & Lodging Tax Audits
Atlanta, Ga & Spartanburg, SC - June 5-10-2011

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above Staff Development be approved.

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

REQUEST FOR CERTIFICATION

County Attorney

Senior Administrative Intern

Cooper Green Mercy Hospital - Nursing Administration

Nursing Technician

Cooper Green Mercy Hospital - Palliative Care Unit

Patient Care Technician

Cooper Green Mercy Hospital - 7East

Medical Clerk

Cooper Green Mercy Hospital - CCU - 7South

Cardiac Monitor Technician

Cooper Green Mercy Hospital - Surgery

Staff Nurse

Cooper Green Mercy Hospital - Ambulatory Clinic

Medical Clerk

Licensed Practical Nurse (LPN)

Cooper Green Mercy Hospital - Lab - Pathology

Sr. Medical Secretary

Special Imaging Technician

Cooper Green Mercy Hospital - Dietary

Food Service Assistant

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

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

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

For Week of 4/28/11- 05/04/11

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM LEMAITRE VASCULAR, CHARLOTTE, NC, TO PURCHASE VAVULATOMES. SAP PURCHASE ORDER # 2000054654 \$5,745.00 TOT
2. INFORMATION TECHNOLOGY FROM ENPOINT TECHNOLOGIES, LOS ANGELES, CA, CHANGE ORDER TO ADD FUNDS

TO EXISTING PURCHASE ORDER FOR ARE MAINTENANCE AND SUPPORT SERVICES.

SAP PURCHASE ORDER # 2000054357 \$7,388.03 TOT REFERENCE BID # 1- 11

3. INFORMATION TECHNOLOGY FROM THOMSON MICR MEDEX, GREENWOOD VILLAGE, CO, TO PROVIDE ACCESS TO THE MICROMEDEX HEALTHCARE SERIES DRUG ESSENTIALS DATABASE INFORMATION FOR THE CONTRACT PERIOD OF 5/1/11 - 4 30/12. SAP PURCHASE ORDER # 2000054795 \$15,615.27 TOT REFERENCE BID # 76-08
CLARITY CONTRACT # CON-00000431 COMMISSION APPROVED 7/6/10; MINUTE BOOK: 160, PAGES) 174.

REPORTED FOR:

1. JEFFERSON COUNTY TREASURER FROM SUNGARD TREASURY SYSTEM, CHICAGO, IL, FOR MAINTENANCE AND SUPPORT SERVICES ALREADY RENDERED OR THE PERIOD OF 3/1/11- 3/31/11.

SAP SHOPPING CART # 1000152815/1 \$987.40 TOT

2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM F4W INCORPORATED, LAKE MARY, FL, FOR STANDARD TERMINAL SERVICES ALREADY RENDERED FOR THE MONTHS OF FEBRUARY AND MARCH USAGE.

SAP SHOPPING CART # 1000156328 \$3,118.05 TOT

3. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ADVANTAGE WASTE LLC, WARRIOR, AL, FOR PORTABLE TOILETS AND OTHER SERVICES ALREADY RENDERED FOR TORNADO DISASTER RELIEF VICTIMS THROUGHOUT JEFFERSON COUNTY. SAP PURCHASE ORDER # 2000054814 \$18,570.00 TOTAL

SAP SHOPPING CART # 1000157524

For Week of 05/05/11- 05/11/11

RECOMMENDED FOR:

1. BOARD OF EQUALIZATION FROM NEXTEL COMMUNICATIONS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR CELLULAR PURCHASES FOR FY 2011. SAP PURCHASE ORDER # 2000054999 \$12,950.00 TOTAL
REFERENCE BID # 211-09 (10/01/10 - 9/30/11)

2. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM HANSON PIPE AND PRODUCTS, DALLAS, TX, OPEN PURCHASE ORDER FOR REINFORCED CONCRETE PIPE ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/1/11 - 4/30/12. SAP PURCHASE ORDER # 2000054732 \$5,000.00 TOTAL
REFERENCE BID # 114-09

3. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM HANSON PIPE AND PRODUCTS, DALLAS, TX, OPEN PURCHASE ORDER TO PROVIDE CONCRETE PIPE ON AN AS NEEDED BASIS FOR THE PERIOD OF PERIOD OF 4/1/11 - 9/30/11. SAP PURCHASE ORDER # 2000054795 \$15,615.27 TOTAL
REFERENCE BID # 114-09

4. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM HANSON PIPE AND PRE-CAST LLC, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ONE ADDITIONAL YEAR 2011 - 2012 FOR CONCRETE PIPE.
REFERENCE BID # 114-09 EST. \$634,762.60 TOTAL

5. FLEET MANAGEMENT ON BEHALF OF ENVIRONMENTAL SERVICES SEWER LINE CONSTRUCTION FROM THOMPSON TRACTOR, BIRMINGHAM, AL, FOR ONE (1) TRACK LOADER (MULTI TERRAIN TYPE).
SAP PURCHASE ORDER # 2000055110 \$58,697.00 TOTAL REFERENCE BID # 90-11 (5/1/11 - 4/30/12)

6. GENERAL SERVICES - COMMISSIONER DISTRICT 5 FROM ALABAMA SPECIALTIES, BIRMINGHAM, AL, FOR RENOVATIONS: WALL INSTALLATION. SAP PURCHASE ORDER # 2000055069 \$6,250.00 TOTAL

REPORTED FOR:

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM DELL MARKETING LP, ATLANTA, GA, TO PAY INVOICE FOR TWENTY (20) DELL LATITUDE E6520 NOTEBOOK COMPUTERS ALREADY RECEIVED.

SAP PURCHASE ORDER # 2000054939 \$24,244.80 TOTAL

"TORNADO DECLARATION FEMA PURCHASE ORDER"

2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM CAHABA TRACTOR COMPANY, PELHAM, AL, FOR THE PURCHASE OF FOUR (4) KUBOTA MODEL #1140 FOUR PASSENGER FOUR WHEEL DRIVE ATV'S ALREADY RECEIVED. SAP PURCHASE ORDER # 2000054983 \$59,272.04 TOTAL REFERENCE BID # 137-11
**FEMA DR-1971 TORNADO DECLARATION"

3. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRIGREEN EQUIPMENT, BIRMINGHAM, AL, FOR THE PURCHASE OF THREE (3) JOHN DEERE MODEL #HPX TWO PASSENGER FOUR WHEEL DRIVE ATV'S ALREADY RECEIVED. SAP PURCHASE ORDER # 2000054984 \$35,343.00 TOTAL REFERENCE BID #137-11
**FEMA DR-1971 TORNADO DECLARATION"

4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ADVANTAGE WASTE LLC, WARRIOR, AL, FOR FOUR (4)

PORTABLE TOILETS ALREADY RECEIVED - STATIONED IN AFFECTED AREAS, PUMPING AND EMERGENCY SERVICES. SAP PURCHASE ORDER # 2000054997 \$150,000.00 TOTAL

FEMA DR-1971 TORNADO DECLARATION

5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM PORTA KLEEN, LANCASTER, OH, FOR PORTABLE SHOWER RENTALS ALREADY RECEIVED. SAP PURCHASE ORDER # 2000054996 \$11,640.00 TOTAL

**FEMA DR-1971 TORNADO DECLARATION"

6. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRIGREEN EQUIPMENT, BIRMINGHAM, AL, FOR TWENTY-SIX (26) CHAINSAWS ALREADY RECEIVED FOR STORM CLEAN UP. SAP PURCHASE ORDER # 2000054876 \$8,998.70 TOTAL **FEMA DR-1971 TORNADO DECLARATION"

7. EMERGENCY MANAGEMENT AGENCY (EMA) FROM HDT ENGINEERED TECHNOLOGIES, FAIRFIELD, VA, FOR TWO (2) BASE-X SHELTER SYSTEMS ALREADY RECEIVED. SAP PURCHASE ORDER # 2000054889 \$144,470.00 TOTAL **FEMA DR-1971 TORNADO DECLARATION"

8. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ARTEC TRACTOR AND EQUIPMENT, NAUVOO, AL, TO PAY INVOICE #042811JCEMA FOR CHAINSAWS ALREADY RECEIVED. SAP PURCHASE ORDER # 2000054930 \$9,609.87 TOTAL **FEMA DR-1971 TORNADO DECLARATION"

9. EMERGENCY MANAGEMENT AGENCY (EMA) FROM FEDERAL SIGNAL CORPORATION, WOODSTOCK, GA, EMERGENCY PURCHASE FOR OUTDOOR WARNING SIREN EQUIPMENT. SAP PURCHASE ORDER # 2000055090 \$41,163.30 TOTAL REFERENCE BID # 118-11 TORNADO DISASTER ON 4/27/2011.

REPORTED FOR:

CHANGE FROM:

4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ADVANTAGE WASTE LLC, WARRIOR, AL, FOR FOUR (4) PORTABLE TOILETS ALREADY RECEIVED - STATIONED IN AFFECTED AREAS, PUMPING AND EMERGENCY SERVICES. SAP PURCHASE ORDER # 2000054997 \$150,000.00 TOTAL

FEMA DR-1971 TORNADO DECLARATION

CHANGE TO:

4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ADVANTAGE WASTE LLC, WARRIOR, AL, PORTABLE TOILETS FOR TORNADO AFFECTED AREAS IN JEFFERSON COUNTY. SAP PURCHASE ORDER # 2000054997 \$150,000.00 TOTAL **FEMA DR-1971 TORNADO DECLARATION**

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

May-24-2011-405

A RESOLUTION DECLARING ONE UNDERCOVER SHERIFF'S OFFICE VEHICLE SURPLUS AND AUTHORIZING THE SHERIFF TO REPLACE THIS VEHICLE WITH A COURT AWARDED VEHICLE
NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds, which receives Its revenue from money awarded by the Court of Jefferson County to conduct drug/undercover abatement programs through the Jefferson County Sheriff's Office; and

WHEREAS, the Jefferson County Sheriffs Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work; and

WHEREAS, one of these vehicles has exceeded its operability as an undercover vehicle.

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

B016006 - 2001 Dodge 1500 pick-up

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

May-24-2011-406

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of AT&T in the amount of Four Thousand One Hundred Seventy-Seven and 76/100 Dollars (\$4,177.76) is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to AT&T in the amount of \$4,177.76 and forward it to the County Attorney for disbursement.

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

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

UNUSUAL DEMAND

Marvin Keith Harris	CERA Graduation Fee	General Services - Election	\$275.00
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Motion was made by Commissioner Knight seconded by Commissioner Brown that the above Unusual Demand be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

May-24-2011-407

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that County employees be returned to a full (40 hour) workweek following the enactment by the Legislature and approval by the Governor of properly enacted and lawful statutory authorization for the levy and collection by the County of no less than \$50 million dollars per year in revenue to replace that portion of the revenue lost as a result of the repeal by the Legislature of the County business license and occupational tax.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, June 14, 2011 at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk