

STATE OF ALABAMA)

JEFFERSON COUNTY) February 22, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of February 8, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on February 15, 2011, and approved the following items to be placed on the February 22, 2011, Regular Commission Meeting Agenda:

- Commissioner Carrington, Administrative Services Committee Items 1 through 12.
- Commissioner Bowman, Health and General Services Committee Items 1 through 11.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 25.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items I through XIV.
- Commissioner Stephens, Finance & Information Technology Committee Items A through Q.

In addition, Commissioner Bowman introduced Attorney Joe Campbell to make a presentation regarding the establishment of a healthcare authority for Jefferson County and Commissioner Brown introduced Lindsey Gray to make a presentation regarding the Commute Smart program.

A Public Hearing was held to receive comments on the liquor application submitted by Harris and Smith Enterprises Inc.; Tina Smith, member/operator, applicant, d/b/a Time Out Sports Bar and Grill for an on-premise Lounge Retail Liquor License. After discussion, the Commission took the following action.

Feb-22-2011-95

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following liquor application, be and hereby is approved.

B-2010-012 - Harris and Smith Enterprises Inc.; Tina Smith, member/operator, applicant, d/b/a Time Out Sports Bar and Grill, request approval of an on-premise Lounge Retail Liquor License on Parcel ID #32-20-0-000-010.000 in Section 20 Twp 18 Range 6 West zoned C-3 (Commercial) (Site Location: 10110 Camp Oliver Road, Adger, Alabama 35006) (ADGER)

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

Feb-22-2011-96

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 Picis, Inc. to provide annual maintenance and support services for HL-interface for medmined Full Package Interface and medCREDENTIALS, medQM and medSCRIPT for the period October 1, 2010 - September 30, 2011 in the amount of \$24,083.00.

CONTRACT NO.: CON-00001798

Contract Amendment

This Amendment to Contract entered into the 1st day of October, 2010, between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "the County, and PICIS, Inc., hereinafter referred to as the "Contractor" to provide Maintenance and Support Services for HL-Interface for medmined Full Package Interface and medCREDENTIALS, medQM, medSCRIPT.

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 agreement between the parties which was approved by the Commission on May 27, 2008 and recorded in Minute Book 156, Page 56-57 is hereby amended as follows:

Contract period: October 1, 2010 to September 30, 2011.

Additional Module: Maintenance and Support Services for medCREDENTIALS, medQM, medSCRIPT

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

JEFFERSON COUNTY COMMISSION

CONTRACTOR

W. D. Carrington, President

PICIS INC.

COOPER GREEN MERCY HOSPITAL

Sandra Hullett, MD

CEO/Medical Director

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

Feb-22-2011-97

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Redline Partnership LTD to provide warehouse space located at 1512 2nd Avenue South ending December 31, 2011 in the amount of \$38,496.00 annually (option to extend an additional year will be at the rate of \$39,999.96 per annum).

Extension of Lease Agreement

Leitman-Perlman, Inc., Agent

THIS AGREEMENT MADE AND ENTERED INTO on this 23rd day of November , 2010 by and between Redline Partnership. Ltd. ,LESSOR, and Jefferson County Commission d/b/a Cooper Green Mercy Hospital , LESSEE.

WITNESSETH:

THAT SAID LEASE HERETOFORE EXECUTED BY Redline Partnership, Ltd. . LESSOR to Jefferson County Commission d/b/a Cooper Green Mercy Hospital , LESSEE, on the 5th day of October, 2005 and subsequently extended, leasing the premises known as 1515 2nd Avenue South , in the city of Birmingham , is hereby extended from date of expiration thereof, the 31st day of December , 2010 until the 31st day of December , 2011 subject to all terms and conditions of said original lease and its extensions except as follows:

1. The rental rate for December 31, 2010 until December 31, 2011 shall be three thousand two hundred eight dollars and no/100's- (\$ 3,208.00)per month, being at a rate of thirty-eight thousand four hundred ninety-six and no/100's---(\$38,496.00) per annum.
2. Governing Law/Dispute Resolution: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham.
2. Termination: Lessor and Lessee agree that upon Ninety (90) days written notice the Lessor and Lessee may without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. (Numbering error within agreement)
3. Lessee shall have one (1) option to extend the Lease for a one year period. All terms and conditions of the Lease shall remain the same except that the rental for said option shall increase to three thousand three hundred thirty-three Dollars and 33/100's (\$3,333.33 per month, being at a rate of thirty-nine thousand nine hundred ninety-nine Dollars and 96/100's (\$39,999.96) per annum.

That nothing herein contained shall operate to release or alter any of the terms and conditions of said lease except as above set forth.
IN WITNESS WHEREOF: The parties hereto have hereunder set their signature and seals on
the above written.

Redline Partnership Ltd.

Sandra Hullett, MD CEO Medical Director

W. D. Carrington, President

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the above resolution be carried over to the next Commission Meeting. Voting "Aye" Knight, Stephens, Brown, and Carrington. Voting "Nay" Bowman.

After discussion Commissioner Knight withdrew the motion to carry over resolution.

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

Feb-22-2011-98

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and IPEC (Influencing to Provoke Empowerment for Change) for Cooper Green Mercy Hospital to provide clinical education for Patient Care Technician students at no cost.

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

Feb-22-2011-99

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and IPEC (Influencing to Provoke Empowerment for Change) for Cooper Green Mercy Hospital to provide clinical education for Phlebotomy students at no cost.

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

Feb-22-2011-100

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the President is authorized to execute the following Memorandum of Agreement between Jefferson County, Alabama, and Regional Planning Commission of Greater Birmingham for CommuteSmart/ Rideshare Program.

RESOLUTION

Between the

JEFFERSON COUNTY COMMISSION

And the

REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM

CommuteSmart/Rideshare Program

THIS AGREEMENT is entered into this 22nd day of February, 2011, by and between the Jefferson County Commission and the Regional Planning Commission of Greater Birmingham, hereinafter referred to as the RPCGB.

WHEREAS, the CommuteSmart Program, an initiative of the Regional Planning Commission of Greater Birmingham, was created

in 1999 to help alleviate traffic congestion and reduce air pollution in Jefferson and Shelby Counties; and

WHEREAS, the Jefferson County Commission and the RPCGB support the CommuteSmart/Rideshare Program goal of broadening the set of viable commute options that can improve regional mobility, decrease vehicle trips and reduce air emissions; and

WHEREAS, the Jefferson County Commission and the RPCGB recognize that the programs and strategies of the CommuteSmart/Rideshare Program include rideshare services focused on forming and maintaining carpools and vanpools, encouraging employers to offer alternative transportation benefits and services at their sites for use by their employees, and developing a regional marketing campaign that promotes commute alternatives.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission to:

- (1) Execute a partnership agreement with the CommuteSmart Program becoming an official partner.
- (2) Authorize the Department of Human Resources to assign from the Department an Employee Transportation Coordinator (ETC) who serves as the main contact between the Jefferson County Commission and the CommuteSmart Program.
- (3) Allow CommuteSmart to promote the benefits of the program to the employees of Jefferson County.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

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

Feb-22-2011-101

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provided the Office of Community & Economic Development with CDBG funds that could be used for Economic Development activities; and

WHEREAS, such CDBG funds had to be maintained and kept separately in the Revolving Loan Fund (RLF); and

WHEREAS, in accordance to HUD regulations, CDBG funds that are no longer revolving must be moved into a non-revolving fund; and

WHEREAS, \$293, 890.22 in CDBG RLF are required to be transferred to a non-revolving fund.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Finance Director is hereby directed and authorized to transfer \$293,890.22 from Community Development CDBG Revolving External Grant Fund (1661CDBG00) to Community Development External Grant Fund (1617000000).

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

Feb-22-2011-102

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant (ESG) for the program year 2011; and

WHEREAS, Federal regulations governing the Emergency Shelter Grant Program, as amended by the Stewart B. McKinney Homeless Amendments Act of 1988 provide that each state shall receive grant allocations for homeless assistance under the ESG program from the U.S. Department of Housing and Urban Development; and

WHEREAS, the State of Alabama Department of Economic and Community Affairs will receive an allocation for the ESG program and therefore is requesting applications from units of local government to distribute funds; and

WHEREAS, Jefferson County Commission will submit an application for the State Emergency Shelter Grant for program year 2011.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama that the Jefferson County Office of Community and Economic Development is authorized and hereby directed to prepare for submittal to the Alabama Department of Economic & Community Affairs the 2011 State Emergency Shelter Grant application, certifications and documents.

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

Brown, Stephens, Bowman, Carrington and Knight.

Feb-22-2011-103

WHEREAS, in accordance to HUD regulations, interest earned on CDBG Revolving Loan Fund accounts must be returned to HUD;
and

WHEREAS, the CDBG Revolving Loan Fund accounts earned \$36,207.82 in interest on accounts; and

WHEREAS, it is necessary to return such interest earned on the Revolving Loan Fund accounts to HUD; and

WHEREAS, the interest to be returned to HUD will be wired from the Treasurer's Operating Account.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Commission that the Jefferson County Treasurer is authorized to transfer \$36,207.82 to HUD as indicated on the attached page and to transfer \$36,207.82 from the CDBG Revolving Loan Fund accounts to replenish the Treasurer's Operating Account.

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

Feb-22-2011-104

WHEREAS, the Alabama Department of Economic and Community Affairs awarded Jefferson County Commission with an Emergency Shelter Grant (ESG) for the Program Year 2009 and Program Year 2010; and

WHEREAS, Grant Certifications and Grant Closeout documents are required upon completion of the grants.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Grant Certification and Grant Conditions of Project Closeout forms for the State Emergency Shelter Grant for program year 2009 and program year 2010.

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

Feb-22-2011-105

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved Jefferson County's Substantial Amendment to the Consolidated Plan 2008 Action Plan for the amount of \$845,709.00 in Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds which is funded under Title XII of the American Recovery and Reinvestment Act of 2009 and approved by the Jefferson County Commission on August 18, 2009; and

WHEREAS, the Office of Community & Economic Development desires to assist eligible HPRP residents of the Jefferson County Consortium in paying rent; and

WHEREAS; all funds paid to landlords under the terms of the HPRP Grant Agreement with the U.S. Department of Housing and Urban Development shall be based on eligibility and availability of HPRP funds.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to allow the Finance Director to make payments not to exceed \$50,000 to landlords on behalf of those eligible HPRP consortium residents upon receipt by the Jefferson County Office of Community & Economic Development. The cost will be paid for with HPRP funds.

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

Feb-22-2011-106

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

WHEREAS, the County Fleet Manager has determined that unit A994202 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, A005702, is placed back into service replacing the above referenced unit for use by Jefferson Rehabilitation and Health Center

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

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

Feb-22-2011-107

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

WHEREAS, the County Fleet Manager has determined that unit A011595 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, A005703, is placed back into service replacing the above referenced unit for use by Fleet Management Central Shop. 1

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

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

Feb-22-2011-108

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

WHEREAS, the County Fleet Manager has determined that unit A001567 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, A005704, is placed back into service replacing the above referenced unit for use by Fleet Management Central Shop.

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

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

Feb-22-2011-109

A RESOLUTION AUTHORIZING AN INCREASE IN THE COUNTY FLEET BY PROVIDING ONE (1)
UNIT FOR USE BY THE ENVIRONMENTAL SERVICES DEPARTMENT(PUMP STATION OPERATIONS)

WHEREAS, the Jefferson County Commission supports the need for the Jefferson County Environmental Services Department within Jefferson County; and

WHEREAS, the Jefferson County Environmental Services Department is requesting that one (1) vehicle be used by the department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Environmental Services Department is increased by the requested one unit and the Fleet Manager be and hereby is authorized to include this unit as part of that department's fleet.

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

Feb-22-2011-110

A RESOLUTION TO TEMPORARILY SUSPEND THE PURCHASE OF ROLLING STOCK

WHEREAS, the Jefferson County Commission supports the need for its departments to replace eligible rolling stock in accordance with Administrative Order 89-1; and

WHEREAS, the Jefferson County Commission recognizes the County's financial crisis which renders it unable to afford new rolling stock purchases.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that purchases of rolling stock are temporarily suspended until further notice.

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

Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works to install 270' of water main along Old Montgomery Hwy in the Hoover/Vestavia area.
2. Utility Lines Construction to install 1,135' of power cable for Alabama Power at Newfound Road (Stonegate Garden Homes) in the Mt. Olive area.
3. AT&T to install 3,500' of buried cable at 2601 Alliance Road in the Alliance area.
4. Warrior River Water Authority to relocate 14,500' of water main along Short Creek for ALDOT project.

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

Feb-22-2011-111

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

1. That the County enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Construction Agreement for Project STPBH-PE11 (), Project Reference Number 100055917 for resurfacing various eligible roads/streets 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 22nd day of February, 2011

ATTESTED:
County Clerk

W. D. Carrington
President, County Commission of Jefferson County, Alabama

AGREEMENT FOR STATE SUPPORT SERVICES
BETWEEN THE STATE OF ALABAMA AND JEFFERSON COUNTY, ALABAMA
Project STPBH-PE11 ()

Project Reference Number 100055917

Resurfacing Various Eligible Roads/Streets in Jefferson County

THIS 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 the Jefferson County, Alabama, hereinafter referred to as COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in State Support Services for a preliminary engineering program for resurfacing various eligible roads/streets in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The STATE will perform or have performed all services required to fulfill the purposes of this Agreement. The supervision of the preparation of plans will be under the Third Division of the Alabama Department of Transportation.
- (2) This Agreement will cover only State Support Services for the preliminary engineering phase of the work.
- (3) The preliminary engineering phase is hereby defined as that work necessary to advance the development of the Project through construction authorization by the FHWA. This phase will include all environmental studies and documentation required by FHWA.
- (4) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.
- (5) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties are as follows:

	Total	Estimated	Estimated
	Estimated	Federal	County
(State Support Services Only)	Cost	Funds	Funds
	\$235,485	\$188,388	\$47,097
TOTAL	\$235,485	\$188,388	\$47,097

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be billed for its additional proportional share; or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly for the STATE.

- (6) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (7) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence with the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (8) All services of the STATE necessary to carry out the intent of this Agreement will be paid as provided for herein.
- (9) The COUNTY, upon notification by the STATE, will provide its share of the estimated matching funds for State Support Services as above noted to the STATE.
- (10) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (11) The STATE will assist the COUNTY in any public involvement actions that may be required.
- (12) The STATE will provide without cost to the COUNTY information available from its records that will facilitate the performance of the work.
- (13) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate agreement will be required for the construction of the proposed improvement.
- (14) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (15) A final audit will be made of all Project records after the completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- (16) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The COUNTY agrees that the STATE may

unilaterally extend the time of the Agreement.

(17) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63; Code of Alabama (7/24th Law).

(18) Exhibits M and N are attached and hereby made a part of this Agreement.

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

BY:

W. D. Carrington

County Clerk (Signature)

President, County Commission of Jefferson County

APPROVED AS TO FORM:

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian 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

The foregoing agreement is hereby approved by the Governor of the State of Alabama this 22nd day of February, 2011.

GOVERNOR OF ALABAMA

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

Feb-22-2011-112

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

1. That the County enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Construction Agreement for Project STPBH-CN11 (), Project Reference Number 100055918 for resurfacing various eligible roads/streets 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 22nd day of February, 2011

ATTESTED:

W. D. Carrington

County Clerk

President, County Commission of Jefferson County, Alabama

AGREEMENT FOR CONSTRUCTION BETWEEN THE STATE OF ALABAMA

AND JEFFERSON COUNTY, ALABAMA

Project STPBH-CN11 ()

Project Reference number 100055918

Resurfacing Various Eligible Roads/Streets in Jefferson County

This 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; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in a constriction program for resurfacing various eligible roads/streets in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This agreement will cover all aspects of constriction for the proposed improvements, including construction engineering and inspection cost during the course of the work, all in accordance with plans approved by the STATE.
- (2) Funding for this agreement is subject to availability of Federal Aid funds at the time of authorization. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the COUNTY. In the event of an under-run in construction costs, the amount of Federal Aid Funds will be the amount shown in this agreement, or 80% of eligible costs, whichever is less.
- (3) This project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties is as follows:

	Total	Estimated	Estimated
	Estimated	Federal	County
	Cost	Funds	Funds
Construction, Including Engineering and Inspection	\$4,709,709	\$3,767,767	\$941,942
TOTAL	\$4,709,709	\$3,767,767	\$941,942

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be billed for its proportional share as above noted and the COUNTY agrees to pay same to STATE; or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE.

- (4) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (5) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be considered as a part of the project cost and will be paid as provided herein, with the COUNTY paying for its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.
- (6) The performance of the work covered by this agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to award of the contract, the STATE will invoice the COUNTY for its pro-rata share of the estimated construction cost as reflected by the bid of the successful bidder plus the engineering and inspection cost, and the COUNTY will promptly pay this estimated cost before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the COUNTY as reflected by the bid of the successful bidder, plus the engineering and inspection cost.
- (8) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System
- (9) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.
- (10) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414 and a final financial settlement will be made between the parties as reflected by the audit.
- (11) The COUNTY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at anytime out of or connected with performed work.
- (12) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (13) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The COUNTY agrees that the STATE may unilaterally extend the time of the Agreement.
- (14) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7124th Law).
- (15) Exhibits M and N are attached and hereby made a part of this agreement.

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 approval of the

Governor of Alabama.

ATTEST:

JEFFERSON COUNTY, ALABAMA

BY:

W. D. Carrington

County Clerk (Signature)

President, County Commission of Jefferson County

APPROVED AS TO FORM:

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian 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

The foregoing agreement is hereby approved by the Governor of the State of Alabama this 22nd day of February, 2011.

GOVERNOR OF ALABAMA

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

Feb-22-2011-113

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer

Department: Roads & Transportation

Date: February 4, 2011

Purpose: Payment to Judge of Probate - Birmingham for - Cost Bill Case #208737 01

In the matter of condemnation: Jefferson County vs. Regions Bank, et al.

Sweeney Hollow Road Widening Project – Topics Phase VII- Project STPBH-9802(904)

Agent: James F. Henderson, Jr.

Price: \$102,136.20

Pay to the order of: Judge of Probate

Mailing Address: Courthouse - Probate Court
Birmingham, AL 35203-

Fund # 4022000000

Btu. Area # 5100

GL Object -# 515710

Fund Center -# 5100000000

WBS # C.961.D

Functional Area - THRO

Check Delivery Code #84

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

Feb-22-2011-114

BLUE CROSS BLUE SHIELD THIRD PARTY ADMINISTRATOR CONTRACT
FOR JEFFERSON COUNTY COMMISSION'S SELF-INSURED

HEALTH INSURANCE PLAN FISCAL YEAR 2010 - 2011

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Blue Cross Blue Shield of Alabama to provide administration of the County's self-insured health insurance plan effective October 1, 2010 to September 30, 2011 at a cost of \$30.90 per contract/per month.

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

Feb-22-2011-115

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from John Pocus, Human Resources to waive the ninety (90) day requirement for sick leave conversion, be and hereby is approved.

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

REQUEST FOR CERTIFICATION

Family Court

Administrative Assistant IV

Tax Assessor - Bessemer

GIS Tech I

GIS Tech II

Economic Development

Sr. Administrative Analyst

General Services - Administration

Housekeeping Assistant

Emergency Management Agency

Deputy EMA Coordinator

Roads & Trans - Hwy Maint - Bessemer

Asst. Hwy. Maint/Const Supt

Cooper Green Mercy Hospital - Nursing Administration

Nurse Supervisor

Nurse Manager

Cooper Green Mercy Hospital - Medical/Surgical

Staff Registered Nurse - 3 positions

Cooper Green Mercy Hospital - 7East

LPN

Staff Nurse

Charge Nurse

Cooper Green Mercy Hospital - CCU - 7 South

Licensed Practical Nurse (L.P.N.)

Staff Registered Nurse - 3 positions

Cooper Green Mercy Hospital - Surgery

Staff Nurse

Cooper Green Mercy Hospital - Labor/Delivery

Staff Registered Nurse

Cooper Green Mercy Hospital - Geri Psych

Staff Nurse - Baylor

Cooper Green Mercy Hospital - Ambulatory Clinic

Medical Clerk - 2 positions

Licensed Practical Nurse (L.P.N.)

Cooper Green Mercy Hospital - George's Clinic

Sr. Social Worker

Cooper Green Mercy Hospital - Emergency Room

Staff Registered Nurse

Charge Nurse

Flexi-Pool Staff Nurse

Cooper Green Mercy Hospital - Radiology

Diagnostic Imaging Technician - 2 positions

Cooper Green Mercy Hospital - Physical Therapy

Physical Therapy Assistant

Cooper Green Mercy Hospital - Medical Records

Medical Clerk

Cooper Green Mercy Hospital - Housekeeping

Housekeeping Assistant - 5 positions

Cooper Green Mercy Hospital - Eligibility

Administrative Assistant III

Cooper Green Mercy Hospital - Data Processing

PC/Network Tech

User Support Spec - 2 positions

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the Request for Certifications be approved.

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

Feb-22-2011-116

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Donald Lovell, Environmental Services to waive the ninety (90) day requirement for sick leave conversion, be and hereby is approved.

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

Feb-22-2011-117

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Linda S. Cook, Environmental Services to waive the ninety (90) day requirement for sick leave conversion, be and hereby is approved.

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

Feb-22-2011-118

Whereas, the Asian communities of Jefferson County and the metro-Birmingham area contribute much to the overall quality of life and economic prosperity of the whole area; and

Whereas, the Alabama Asian Cultures Foundation has proposed to design and build an Asian Cultural Education Center and a classical Chinese garden in Jefferson County to foster Asian arts and culture in the metro-area; and

Whereas, in furtherance of promoting Asian arts in metro-Birmingham, said Foundation will host a residency of the internationally acclaimed virtuoso of the ancient Chinese pipa and guzheng, Madame Liu Fang, which includes educational workshops in partnership with Birmingham-Southern College, the Alabama Symphony Youth Orchestra, and the Alys Stephens Performing Arts Center, and a performance at the Virginia Samford Theatre all during the period April 1-3, 2011.

Whereas, said Foundation will present an annual spring Asian festival known as the "Birmingham Asian Cultures and Food Festival" on April 9, 2011 in furtherance of Asian arts and cultural education (while having fun!) in the metro-area; and

Now, therefore, be it resolved, that the period April 1-30, 2011 be designated Asian Arts and Culture Appreciation month in Jefferson County, in honor of the contribution and heritage of its Asian citizens; and

Be it further resolved that the Jefferson County Commission publicly supports the goals proposed by the Alabama Asian Cultures Foundation to support and enhance Asian arts and cultural education in the metro-Birmingham community and to build a classical Chinese garden and an Asian Cultural Education Center in Jefferson County; and

Be it further resolved that the Jefferson County Commission commends the Alabama Asian Cultures Foundation for its educational efforts to promote understanding of and appreciation for Asian arts and culture by sponsoring such events as the Liu Fang residency, April 1-3, 2011, and the Birmingham Asian Cultures and Food Festival on April 9, 2011.

Adopted by the Jefferson County Commission in Birmingham, Alabama. A copy of this Resolution is spread upon the minutes of the Jefferson County Commission on this the 22nd day of February 2011.

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

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

Feb-22-2011-119

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following liquor application, be and hereby is approved.

B-2010-015-Karim 05 Inc.; Mithani Nargis, member; Qamruddin Sagani, store operator, applicants, d/b/a Mount Olive Grocery, request approval of an off-premise Retail Beer and an off-premise Retail Table Wine license on Parcel ID #07-32-4-000-018.000 in Section 32 Twp 15 Range 3 West zoned C-1 (Commercial) (Site Location: 3340 Mount Olive Road, Mount Olive, AL 35117) (MOUNT OLIVE)

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

Feb-22-2011-120

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Julie McMakin to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

	JEFFERSON COUNTY, ALABAMA
Date	Bettye Fine Collins, President Jefferson County Commission
Date	Brandon K. Falls, District Attorney Birmingham Division
Date	Julie McMakin, Deputy District Attorney Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the Countyprovided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

	JEFFERSON COUNTY, ALABAMA
	Bettye Fine Collins, President Jefferson County Commission Brandon K. Falls, District Attorney

Julie McMakin, Deputy District Attorney

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
2/22/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	46.20	1900048416
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	602.07	1900048308
*DISTRICT 1					648.27	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CONTRACT WOODBURY PRODUCTS	SENIOR CITIZEN SERVICES	6.05	1900048299
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE NOZZLE, FUEL CELL & BATTERIES	R&T: BRIDGE MAINT/CONSTR	88.76	1900048343
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE THERMOMETER R&T: HIGHWAY	MAINT-KETONA	6.96	1900048324
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR BESSEMER EMPLOYEES	R&T: HIGHWAY MAINT-BESSEMER	130.00	1900048467
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GUIDES-ROLDX-CARDS-RECEIPT BK-PUNCH HOLE	R&T: RIGHT OF WAY	22.14	1900048448
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CORDLESS PHONE, PVC PIPE, FUEL HOSE, BULBS	R&T: HIGHWAY MAINT-BESSEMER	87.92	1900048461
DISTRICT 2	1002785	WILLIAM VOIGT	PURCHASE OF OFFICE SUPPLIES	SENIOR CITIZEN SERVICES	278.93	1900048284
DISTRICT 2	1026783	A-Z STORAGE LLC	PAY A-Z STORAGE LLC TR13 SWEENEY H. RD ROW 9,000	R&T: ADMINISTRATION	9,000.00	1900047590
*DISTRICT 2					9,620.76	
DISTRICT 3	1000032	ALABAMA MESSENGER	2011 SUB RENEWAL JEFFCO TREASURER	TREASURER	15.00	1900048279
DISTRICT 3	1000032	ALABAMA MESSENGER	ANNUAL SUBSCRIPTION - BD EQUALIZATION	BD OF EQUAL - BHAM STATE	15.00	1900048285
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEITH; CELL PHONE CASE	INFO TECH: TECHNICAL SERVICES	39.99	1900048437
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-D. PRICE- 34.83	REVENUE	34.83	1900048440
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: OFFICE SUPPLIES	INFO TECH: TECHNICAL SERVICES	62.05	1900048590
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE - AUDITORS12/1-31/2010	REVENUE	70.06	1900048267
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS FOR CIVIL DIVISION	SHERIFF ENFORCE-BIRMINGHAM	111.32	1900048087
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE 10/18/10 - 1/14/11	BD OF EQUAL - BHAM STATE	162.81	1900048088
DISTRICT 3	1002879	DIGITAL ASSURANCE	DISSEMINATION SERVICE AND STORAGE FEE	FINANCE ADMINISTRATION	1,500.00	1900048476
DISTRICT 3	1022399	VELMA HAWKINS	CLOSE OUT OLD MILEAGE CLAIMS	BD OF EQUAL - BHAM STATE	79.87	1900048592
*DISTRICT 3					2,090.99	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	COMPUTER SUPPLIES	LAND DEVELOPMENT	24.99	1900048281
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PARKING FEE FOR JOHANNA BURWINKLE	LAND DEVELOPMENT	4.00	1900048450
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MILEAGE FOR JOHANNA BURWINKLE	LAND DEVELOPMENT	93.56	1900048449
DISTRICT 4	1000193	JEFFERSON CO TREASURER	COMPENSATION FOR PROBATE COURT JURORS	PROBATE COURT	332.80	1900048463
DISTRICT 4	1001391	ALLEN W KNIPFER	TRAVEL REIMB. -AK- E959: NIMS AH SECT CHIEF TTT	EMA AGENCY	78.06	1900048314
DISTRICT 4	1003828	AAEM	AAEM MEMBERSHIP DUES FOR EMA STAFF	EMA	400.00	1900048316
DISTRICT 4	1027262	MCCLELLAN PLUMBING CO	PERMITS 100482P & 100543G ISSUED IN ERROR	INSPECTION SERVICES	42.00	1900048424
*DISTRICT 4					975.41	
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2011 BBA DUES-FRENCH A. MCMILLAN	COUNTY ATTORNEY	100.00	1900048421
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2011 BBA DUES-THEODORE A. LAWSON, II	COUNTY ATTORNEY	175.00	1900048420
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2011 BBA DUES-JEFFREY MONROE SEWELL	COUNTY ATTORNEY	175.00	1900048419
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2011 BBA DUES-SHAWNNA HAAS SMITH	COUNTY ATTORNEY	50.00	1900048422
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSEMENT	PER BD: TESTING	88.76	1900048276
DISTRICT 5	1002390	FRANK MARINA	ASSESSORREIMB_DEASON_1110GRADASSMT	PER BD: TESTING	389.17	1900048454
DISTRICT 5	1003713	TYLER EATON MORGAN	HEARTWOOD 88 V. JEFFCO-DEPO JOHN DELUCIA	COUNTY ATTORNEY	468.00	1900048439
DISTRICT 5	1005819	JOHN PETREY	ASSESSORREIMB_PETREY_1110GRADASSMT	PER BD: TESTING	189.10	1900048455
DISTRICT 5	1006118	KARISA MORRIS	TUITION REIMBURSEMENT - KARISA MORRIS	PER BD: TESTING	600.00	1900048264
DISTRICT 5	1019819	ALABAMA STATE BAR CLIENT	CLIENT SEC FUND INVOICE-2011 MANDATORY ASSESS	COUNTY ATTORNEY	25.00	1900048418
DISTRICT 5	1019860	PRISCILLA MINENGER	ASSESSORREIMB_MIENGER_2010GRADASSMT	PER BD: TESTING	100.00	1900048426
DISTRICT 5	1020403	TAMARA R BROWN	TUITION REIMBURSEMENT - TAMARA BROWN	PER BD BUS SYS & REPORTING	600.00	1900048108
DISTRICT 5	1020469	JERRY SMITH	ASSESSORREIMB_SMITH_1110GRADASSMT	PER BD: TESTING	433.72	1900048456
DISTRICT 5	1021190	ADETUNJI SANGOLEYE	ASSESSORREIMB_SANGOLEYE_1110GRADASSMT	PER BD: TESTING	162.20	1900048452
DISTRICT 5	1025724	HYDERHUSAIN ABADIN	ASSESSORREIMB_HYDERHUSAIN_2010GRADASSMT	PER BD: TESTING	160.00	1900048425
DISTRICT 5	1026744	GRANT DEASON	ASSESSORREIMB_GRANT_1110GRADASSMT	PER BD: TESTING	100.00	1900048453
DISTRICT 5	1026957	KATE CASSOTTA	ASSESSORREIMB_CASSOTTA_1010GRADASSESSMENT	PER BD: TESTING	384.20	1900047612
DISTRICT 5	1026967	ERIN LARSON	ASSESSORREIMB_LARSON_2010GRADASSMT	PER BD: TESTING	264.10	1900048306
DISTRICT 5	1026973	RENEE OWENS	ASSESSORREIMB_OWENS_2010GRADASSMT	PER BD: TESTING	100.00	1900048427
DISTRICT 5	1026975	SHANNON PELLET	ASSESSORREIMB_PELLET_2010GRADASSMT	PER BD: TESTING	100.00	1900048428
DISTRICT 5	1026975	SHANNON PELLET	ASSESSORREIMB_PELLET_2010GRADASSMT	PER BD: TESTING	194.04	1900048289
DISTRICT 5	1026976	STACIE PROFFITT	ASSESSORREIMB_PROFFITT_0910FIRELIEUTASSMT	PER BD: TESTING	125.00	1900048288
DISTRICT 5	1026977	NZINGA RASBERRY	ASSESSORREIMB_RASBERRY_2010GRADASSMT	PER BD: TESTING	175.00	1900048302
DISTRICT 5	1026977	NZINGA RASBERRY	ASSESSORREIMB_RASBERRY_1110GRADASSMT	PER BD: TESTING	150.00	1900048451
DISTRICT 5	1026981	SEAN ROBINSON	ASSESSORREIMB_ROBINSON_2010GRADASSMT	PER BD: TESTING	230.94	1900048304
DISTRICT 5	1026982	MARIO SANCHEZ	ASSESSORREIMB_SANCHEZ_2010GRADASSMT	PER BD: TESTING	125.00	1900048290
DISTRICT 5	1026983	KYLE SANDELL	ASSESSORREIMB_SANDELL_0910FIRELIEUTASSMT	PER BD: TESTING	231.70	1900048295
DISTRICT 5	1026984	ALLISON TENBRINK	ASSESSORREIMB_TENBRINK_0910FIRELIEUTASSMT	PER BD: TESTING	154.97	1900048297
DISTRICT 5	1026985	PAUL TROTTER	ASSESSORREIMB_TROTTER_2010GRADASSMT	PER BD: TESTING	154.97	1900048298
DISTRICT 5	1026986	PATRICE WHITE	ASSESSORREIMB_WHITE_2010GRADASSMT	PER BD: TESTING	185.15	1900048301
DISTRICT 5	1026987	RYAN WHORTON	ASSESSORREIMB_WHORTON_2010GRADASSMT	PER BD: TESTING	352.97	1900048305
DISTRICT 5	1026990	CAMESHA LAMON	ASSESSORREIMB_LAMON_2010GRADASSMT	PER BD: TESTING	190.00	1900048303
DISTRICT 5	1027157	PENELOPE GARLOCK	ASSESSORREIMB_GARLOCK_0910FIRELIEUTASSESS	PER BD: TESTING	125.00	1900048006
DISTRICT 5	1027158	JAMES GREEN	ASSESSORREIMB_GREEN_0910FIRELIEUTASSESS	PER BD: TESTING	321.83	1900048007
DISTRICT 5	1027159	JOHN HAWKINS	ASSESSORREIMB_HAWKINS_0910FIRELIEUTASSESS	PER BD: TESTING	184.13	1900048008
DISTRICT 5	1027160	HECTOR HERNANDEZ	ASSESSORREIMB_HERNANDEZ_0910FIRELIEUTASSESS	PER BD: TESTING	173.00	1900048009
DISTRICT 5	1027161	ERIC JACKSON SR	ASSESSORREIMB_JACKSONSR_0910FIRELIEUTASSESS	PER BD: TESTING	125.00	1900048005
DISTRICT 5	1027162	GLEN F KNEELAND	ASSESSORREIMB_KNEELAND_0910FIRELIEUTASSESS	PER BD: TESTING	306.44	1900048077
DISTRICT 5	1027163	BRENT MCCRAW	ASSESSORREIMB_MCCRAW_0910FIRELIEUTASSESS	PER BD: TESTING	215.91	1900048078
DISTRICT 5	1027164	JOYCE MILLER BRIDGES	ASSESSORREIMB_BRIDGES_0910FIRELIEUTASSESS	PER BD: TESTING	246.50	1900048079
DISTRICT 5	1027165	DANIEL NORMAN	ASSESSORREIMB_NORMAN_0910FIRELIEUTASSESS	PER BD: TESTING	282.92	1900048277
DISTRICT 5	1027166	JOSHUA PARISH	ASSESSORREIMB_PARISH_0910FIRELIEUTASSESSMENT	PER BD: TESTING	125.00	1900048004
DISTRICT 5	1027167	JAMES PIPER	ASSESSORREIMB_PIPER_0910FIRELIEUTASSMT	PER BD: TESTING	383.92	1900048278
DISTRICT 5	1027168	ANTHONY RIVELLO	ASSESSORREIMB_RIVELLO_0910FIRELIEUTASSMT	PER BD: TESTING	336.60	1900048280
DISTRICT 5	1027169	MICHAEL SMITH	ASSESSORREIMB_SMITH_0910FIRELIEUTASSESSMENT	PER BD: TESTING	125.00	1900048303
DISTRICT 5	1027170	CARLOS TIBBS	ASSESSORREIMB_TIBBS_0910FIRELIEUTASSMT	PER BD: TESTING	248.53	1900048282
DISTRICT 5	1027171	DAVID WIDEMA	ASSESSORREIMB_WIDEMA_0910FIRELIEUTASSMT	PER BD: TESTING	321.83	1900048283
DISTRICT 5	1027172	DELRIDGE WILLIAMS	ASSESSORREIMB_WILLIAMS_0910FIRELIEUTASSMT	PER BD: TESTING	179.57	1900048286
DISTRICT 5	1027173	MICHAEL WRIGHT	ASSESSORREIMB_WRIGHT_0910FIRELIEUTASSMT	PER BD: TESTING	192.82	1900048287
DISTRICT 5	1027228	MIKE BUSSELL	ASSESSORREIMB_BUSSELL_0910FIRELIEUTASSMT	PER BD: TESTING	146.06	1900048275
*DISTRICT 5					10,974.05	
ESD REC	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMINISTRATION	15.42	1900048438
ESD REC	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER PLANT ALARM	ES: LEEDS WWTP	8.10	1900048432
ESD REC	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER PLANT ALARM	ES: LEEDS WWTP	22.68	1900048433
ESD REC	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES-CD'S AND DVD'S	ES: SANITATION ADMINISTRATION	35.98	1900048336
ESD REC	1000193	JEFFERSON CO TREASURER	SD CARDS,BOLT,INKJETS,FOOD FOR SUPER MEETING	ES: ADMIN LINE MAINTENANCE	779.46	1900048441
ESD REC	1000193	JEFFERSON CO TREASURER	NOTS;CLAMPS;BOLTS;REPAIR KIT;TUBE;BEARINGS	ES: FIVE MILE MAINTENANCE SHOP	477.05	1900048434
ESD REC	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE;REPAIRS ON TYPEWRITER	ES: FIVE MILE CREEK WWTP	259.96	1900048435
ESD REC	1000193	JEFFERSON CO TREASURER	DEFOO2,CDL'S,KEY,TIRE,HOSE RE-DUCER,FAUCETT	ES: SHADES LINE MAINTENANCE	374.75	1900048442
ESD REC	1000193	JEFFERSON CO TREASURER	CDL PORTION OF DRIVER'S LICENSE	ES: CONSTRUCT SEWER LINE	30.00	1900048320
ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL	ES: LEEDS WWTP	17.01	1900048457
ESD REC	1000193	JEFFERSON CO TREASURER	SAFETY HANDBOOKS	ES: SANITATION ADMINISTRATION	59.50	1900048458

ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL	ES: LEEDS WWTP	21.87	1900048572
ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL	ES: LEEDS WWTP	8.10	1900048466
ESD REC	1000193	JEFFERSON CO TREASURER	INK, VALVES, GLUE AND SAMPLE JUGS	ES: CAHABA RIVER WWTP	324.07	1900047797
ESD REC	1000193	JEFFERSON CO TREASURER	WATER;CDR;INK CARTDGE;UNIFORM T-SHIRT;WHEELS	ES: FIVE MILE CREEK WWTP	353.58	1900048098
ESD REC	1000193	JEFFERSON CO TREASURER	EXTERNAL HARD DRIVE	ES: INSTRUMENT SHOP	69.00	1900048097
ESD REC	1000193	JEFFERSON CO TREASURER	SCREWS,ROLLER CHAIN,RELAY, STARTER,ROOF SHIN	ES: PACKAGE WWTP & PUMP STATIO	489.86	1900048102
ESD REC	1000193	JEFFERSON CO TREASURER	GAS CAN	ES: CONSTRUCT SEWER LINE	6.99	1900048083
ESD REC	1027136	MARY BETH HAMILTON	REFUND FOR OVERPAYMENT & FB # L0-3712858	FINANCE SEWER SERVICES	113.06	1900048337
ESD REC	1027198	RICHARD HUTTO JR	REFUND FOR OVERPAYMENT & FB # W0-51463	FINANCE SEWER SERVICES	588.24	1900048339
ESD REC	1027199	JENNIFER MCDOWELL	REFUND FOR OVERPAYMENT & FB # N 5590-2415	FINANCE SEWER SERVICES	230.74	1900048338
ESD REC	1027242	PRIDE CONSTRUCTION	REFUND FOR OVERPAYMENT & FB # W0-90046	FINANCE SEWER SERVICES	183.77	1900048340
*ESD REC					4,469.19	
**					28,778.61	

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

Feb-22-2011-121

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

DISPOSALS:

BESSEMER PROBATE COURT - BUSINESS AREA 6200:

14000002098	STD DESKTOP COMPUTER DELL	WAREHOUSE FOR AUCTION
14000003355	DELL GX280 DESKTOP COMPUTER	WAREHOUSE FOR AUCTION
14000003356	DELL GX280 DESKTOP COMPUTER	WAREHOUSE FOR AUCTION
14000003357	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003358	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003359	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003360	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003362	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003365	DELL GX280 DESKTOP COMPUTER	WAREHOUSE FOR AUCTION
14000003366	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003367	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003369	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003371	DELL GX280 DESKTOP COMPUTER	WAREHOUSE FOR AUCTION
14000003374	DELL GX280 DESKTOP COMPUTER	WAREHOUSE FOR AUCTION
14000003375	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003376	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION
14000003418	DELL GX280 DESK TOP COMPUTER	WAREHOUSE FOR AUCTION

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

Feb-22-2011-122

WHEREAS, the Jefferson Rehabilitation and Health Center (“Facility”) has operated at a substantial loss to the County which loss appears to be continuing; and

WHEREAS, the County Commission has requested proposals from private companies to purchase the Facility; and

WHEREAS, two proposals to purchase the Facility were received by the County; and

WHEREAS, it appears that Noland Health Services, Inc. (“Noland”) has submitted the highest proposal in the amount of \$9,520,000; and

WHEREAS, after due consideration, the County Commission hereby determines that it is in the best interest of the County to sell the Facility.

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

1. The Commission hereby recognizes Noland as the company that would best serve the interests of the citizens of Jefferson County as Owner of the Facility.
2. The Commissioner hereby authorizes the President to execute the attached Asset Purchase and Deposit Escrow Agreements with Noland and such other documents as are necessary to complete the due diligence period set forth therein.
3. The Commission hereby directs the Director of the Jefferson Rehabilitation and Health Center and other Department Heads and employees of Jefferson County to fully comply with the County's due diligence obligations set forth in the Asset Purchase Agreement.
4. Following completion of the due diligence period, the President shall be authorized to execute the necessary documents to close the sale of the Facility, provided there are no material changes to the terms of sales set forth in the Asset Purchase Agreement.

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

Feb-22-2011-123

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

AMENDMENT TO AGREEMENT

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

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

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end March 31, 2011."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the .funds and program benefits no later than 60 days following the expenditures or by March 31, 2011, whichever shall first occur."

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

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

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Phil Hammonds, Superintendent

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

Feb-22-2011-124

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

AMENDMENT TO AGREEMENT

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

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

Amend Paragraph I as follows:

"The terms of this Agreement shall begin upon execution of this contract and end September 30, 2011."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the .funds and program benefits no later than 60 days following the expenditures or by September 30, 2011, whichever shall first occur."

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

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

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Phil Hammonds, Superintendent

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

Feb-22-2011-125

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC to provide accounting services in the amount of \$50,000.

WARREN, AVERETT, KIMBROUGH & MARINO, LLC

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.

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. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Commission in accordance herewith at any time after the effective date of this contract. The terms of this contract are effective until June 30, 2011. The parties may extend the term of this agreement by mutual agreement if required for completion of services.

5. 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. The compensation shall not exceed \$50,000 without amendment approved by the County Commission.

Position	Hourly Rate
Member	\$295-350

Senior Manager	\$230-275
Manager	\$200-235
Supervisor	\$170-195
Senior Accountant	\$155-170
Staff Accountant	\$150

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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. NON-ASSIGNMENT: No portion of the resulting project contract may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the Commission. Should the Commission authorize 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 subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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.

14. 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.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC to provide auditing services for Education Tax Proceeds Receipts and Disbursement for the year ended September, 30, 2010 in the amount of \$50,000.

ACCOUNTING SERVICES CONTRACT

February 11, 2011

THIS AGREEMENT entered into this 11th 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 11, 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: The Contractor shall perform all necessary professional accounting 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:
 - An audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2010 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$650,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A. The County will furnish a copy of such audit to the Trustee and to each Rating Agency which has a rating outstanding respecting any series of the Parity Securities, and each of them is granted the right to discuss the contents of the audit with the Contractor making the same and to secure from the Contractor such additional information respecting the matters therein set out as may be reasonably required.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional 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 February 11, 2012. The parties may extend the term of this agreement by mutual agreement if required for completion of services.
4. 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 SERVICES

COST PROPOSAL

Audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2010 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$650,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A

Estimated Hours - 175-200
Estimated Fees - \$40,000 - \$50,000

Hourly rates by position are as follows:

POSITION	HOURLY RATES
Member	\$295 - \$350
Senior Manager	\$230 - \$275
Manager	\$200 - \$235
Supervisor	\$170 - \$195
Senior Accountant	\$155 - \$170
Staff Accountant	\$150

A payment of \$25,000 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 1st and the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 15 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.

5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational taxes, all applicable

federal, state and local taxes, etc., and that the County will not be obligated for same under this contract.

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

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

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

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

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

11. INSURANCE: 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.

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

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.

13. CONFLICTS OF INTEREST: 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.

14. NON-ASSIGNMENT: No portion of the resulting project contract may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the Commission. Should the Commission authorize 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 subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

15. 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.

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

JEFFERSON COUNTY, ALABAMA
David Carrington, President

ADDENDUM TO ACCOUNTING SERVICES CONTRACT

February 11, 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 addendum to the Accounting Services Contract dated February 11, 2011 with Jefferson County, Alabama confirms our understanding of the terms and objectives of our audit engagement and the nature and limitations of the auditing 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 perform auditing services as described in paragraph 2 of the Accounting Services Contract.

The objective of our audit is the expression of an opinion as to whether your Schedule of Education Tax Proceeds Receipts and Disbursements (the Schedule) is fairly presented, in all material respects, in conformity with the cash basis of accounting. Our audit 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 opinion. 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 audit 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. 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 Schedule and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the Schedule is 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 Schedule. 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 Schedule. 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 audit 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 of the Schedule in conformity with the cash basis of accounting. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee any other non-attest 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 Schedule 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 Schedule 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 Schedule. 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 locate any documents selected by us for testing.

3. **DETECTION:** The audit engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the Schedule, 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.

4. **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.

5. 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 30 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.

6. 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.

7. 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.

8. 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.

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.

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

STAFF DEVELOPMENT

Multiple Staff Development

Tax Assessor - 2 participants

Linda Wyman	Auburn, Alabama	\$285.60
Daniel McAlpine	Property Tax Certification Exam March 16-18, 2011	\$285.60

Personnel Board - 2 participants (For Information Only)

Tiffany Owens	Tuscaloosa, Alabama	\$262.50
Raymond Goosby	Career Fair - University of Alabama February 16, 2011	\$262.50

Personnel Board - 2 participants (For Information Only)

Tiffany Owens	Auburn, Alabama	\$250.00
Raymond Goolsby	Career Fair - Auburn University February 10, 2011	\$250.00

Individual Staff Development

James A. Stephens	Commission	Prattville, Alabama ALGTI: Open Meetings Law & Media Relations February 3-4, 2011	\$209.86
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James A. Stephens	Commission	New York, New York Meeting with Investors January 27-28, 2011	\$878.17
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W. David Carrington	Commission	New York, New York Sewer Debt Creditor Meeting January 27-28, 2011	\$867.67
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Horace Walker	EMA	Emmitsburg, Maryland E:340 Radiological Emergency Preparedness Program & Planning February 27 - March 4, 2011	\$408.12
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Nichalaus Sims	Land Dev	Charlotte, North Carolina	\$345.09
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		10 th Annual New Partners for Smart Growth Conference February 3-5, 2011	
Bruce Thompson	Revenue	Shreveport,, Louisiana & Longview, Texas Audit Cocina Superior LLC & Cajun Steamer Venture LLC March 5-12, 2011	\$1,645.00
Edgar Woodis	Revenue	Atlanta, GA Audit Cypress Communications and Bunzl Distribution S.E. March 27 April 1, 2011	\$1,186.03
Brandy Daniels	Sheriff	Birmingham, AL Evidence Training Program March 28 - May 20, 2011	\$150.00
Tiffany Owens (For Information Only)	Personnel Board	Birmingham, AL 2011 UAB Spring Job & Internship Fair February 17, 2011	\$200.00
Tiffany Owens (For Information Only)	Personnel Board	Huntsville, AL North Alabama Connection Professional Employment Day February 23, 2011	\$250.00

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

Communication was read from Budget & Management recommending the following:

1. Community and Economic Development \$0

Add 1 Sr Administrative Analyst (Gr. 24); Delete 1 Human Resource Planner (Gr. 21). Annual difference \$7,178. Position is federally funded by annual WIA grant and will be eliminated in the event federal funds are stopped.

2. Cooper Green Mercy Hospital \$129,592.00

Add 1 PC/Network Technician (Gr. 23) and 2 User Support Specialist (Gr. 27), Annual increase \$198,897; Department is shifting \$129,592 from operating accounts to salaries to cover increase for remainder of this fiscal year.

3. Cooper Green Mercy Hospital \$0

Add 1 Administrative Assistant III (Gr. 16), 1 Nursing Supervisor (Gr. 27), 1 Housekeeping Assistant (Gr. 5); Delete 1 Financial Counselor (Gr. 16), 1 Case Manager RN (Gr. 27), and 1 Special Care Unit Aide (Gr. 6); Annual Savings \$1,164; Special Care Unit Aide class has been eliminated by the Personnel Board.

4. EMA \$85,349.26

Draw down on EMA funds to re-establish (Add) 1 Deputy Emergency Management Coordinator (Gr. 25).

5. General Services \$55,970.00

Add purchasing memorandum to purchase rooftop air condition units.

6. Cooper Green Hospital \$6,275.00

Shift funds & add purchasing memorandum to purchase an ice maker.

7. Cooper Green Hospital \$13,965.00

Add purchasing memorandum to purchase an EEG Machine (approved on Health & General Services Committee Agenda 2/1/11).

8. Personnel Board \$136,321.80

Add 1 Manager Human Resources Information and Technology (Gr. 38) & Delete 1 Senior Assessment & Development Specialist (Gr. 34).

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

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

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

For Week of 1/27/11- 2/2/11

RECOMMENDED FOR:

1. BULK STORES WAREHOUSE (MAIN) FROM AMERICAN OSMENT D/B/A AMERICAN PROMO, BIRMINGHAM, AL, FOR RESTOCKING OF WAREHOUSE SUPPLIES. SAP PURCHASE ORDER #7000005800 REFERENCE BID # 104-08
\$15,399.00 TOTAL
2. SHERIFF'S DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM VERIZON WIRELESS, DALLAS, TX, FOR PAYMENT OF MONTHLY AIR CARD SERVICE. REFERENCE BID #97-10 \$7,485.54 TOTAL
3. COOPER GREEN MERCY HOSPITAL: ADMINISTRATION FROM CARDINAL HEALTH, BESSEMER, AL, FOR OPEN PURCHASE FOR 2011 LAB SUPPLIES. SAP PURCHASE ORDER #2000052304 \$15,000.00 TOTAL
4. SHERIFF: BIRMINGHAM ENFORCEMENT FROM ATLANTIC SIGNAL LLC, SILVER LAKE, KS, TO PURCHASE SWAT HEADSET EQUIPMENT. SAP PURCHASE ORDER #2000052054 \$14,600.00 TOTAL
5. GENERAL SERVICES: ADMINISTRATION FROM TRANE, BIRMINGHAM, AL, TO AWARD CONTRACT FOR ROOFTOP GAS/ELECTRIC PACKAGE UNITS FOR THE PERIOD OF 2/22/ 11 - 2/21 /2012. REFERENCE BID #31-11
\$77,765.00 TOTAL
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM EXPRESS OIL CHANGE LLC, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR OIL CHANGE AND MISCELLANEOUS REPAIR FOR VEHICLES ON AN AS NEEDED BASIS FOR THE PERIOD OF 1/15/11 TO 1/15/12. REFERENCE BID #63-09 \$51,620.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA WORLDWIDE, CHICAGO, IL, FOR SOLUTION AND SETS FOR THE PERIOD OF 9/30/2011. REFERENCE AMERINET CONTRACT #VH10189 \$150,000.00 TOTAL
CONTRACT IS IN THE NEGOTIATION PHASE
8. COOPER GREEN MERCY HOSPITAL (LAB-PATHOLOGY) FROM UAHSF PATHOLOGY OUTREACH, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES FOR FLOWCYTOMETRY SERVICES. SAP PURCHASE ORDER #2000052261
\$15,070.00 TOTAL REFERENCE BID #42-10
9. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FROM NATIONAL ASSOCIATION OF PUBLIC HOSPITALS, WASHINGTON DC, FOR MEMBERSHIP RENEWAL FISCAL YEAR 2011. SAP PURCHASE ORDER #2000052184
\$50,000.00 TOTAL
10. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MCPHERSON OIL COMPANY BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FUEL ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. REFERENCE BID #110-10 \$3,000.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL FROM ALLIED WORLD ASSURANCE, FARMINGTON, CT, TO PAY LIABILITY INSURANCE SERVICES ALREADY RENDERED FOR THE PERIOD OF 10/1/09 -10/1/10. INVOICE DATED 11/17/10 FOR \$1,250 AND INVOICE DATED 12/15/10 FOR \$7,770. SAP PURCHASE ORDER #2000052236 \$9,020.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL FROM MCKENNA AND ASSOCIATES, CHARLES, WV, TO PAY INVOICE NUMBER JA4405 DATED 9/14/10 FOR SERVICES ALREADY RENDERED FOR FOUR DAY TEAM MOCK JOINT COMMISSION SURVEY. SAP PURCHASE ORDER #2000052240 \$20,100.00 TOTAL
3. EMERGENCY MANAGEMENT AGENCY (EMA) FROM WARN LLC, GALLATIN, TN FOR WIDE AREA RAPID NOTIFICATION (WARN) SERVICE RENEWAL FOR THE PERIOD OF 1/1/11-12/31/11 TO BE UTILIZED BY NUMEROUS COUNTY JURISDICTIONS AND AGENCIES. SAP PURCHASE ORDER #2000052268 \$138,800.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM HOSPIRA WORLDWIDE, CHICAGO, IL, TO PAY PAST DUE INVOICES FOR SOLUTION AND SETS EQUIPMENT. SAP PURCHASE ORDER #2000052257
\$12,144.60 TOTAL CONTRACT IS IN THE NEGOTIATION PHASE
5. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM UNIVERSAL HOSPITAL SERVICES, MINNEAPOLIS, MN, TO PAY PAST DUE INVOICES FOR HOSPITAL RENTAL EQUIPMENT. SAP PURCHASE ORDER #200005225 8
\$12,144.60 TOTAL

For Week of 2/3/11- 2/9/11

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION FROM WEISSKER MANUFACTURING, PALESTINE, TX, TO PURCHASE GLASS SPHERES, AASHTO STANDARD TYPE I. SAP PURCHASE ORDER #2000052390 \$15,399.00 TOTAL
STATE OF ALABAMA CONTRACT # T155
2. ROADS AND TRANSPORTATION FROM SAFETY COATINGS INCORPORATED, FOLEY, AL, TO PURCHASE CLASS 1 (ONE) ACRYLIC WATER BORNE TRAFFIC LINE PAINT (YELLOW AND WHITE).
SAP PURCHASE ORDER # 2000052385 \$40,500.00 TOTAL STATE OF ALABAMA CONTRACT # T155
3. BOARD OF EQUALIZATION FROM CHUCK STEVENS AUTOMOTIVE GROUP, BAY MINETTE, AL, TO PURCHASE TWO (2) EACH FORD ESCAPE FOUR WHEEL DRIVE UTILITY VEHICLES. SAP PURCHASE ORDER #2000049131
\$41,400.00 TOTAL STATE OF ALABAMA CONTRACT # T191A
4. PERSONNEL BOARD OF JEFFERSON COUNTY FROM TECHNICAL INNOVATION, BIRMINGHAM, AL, TO AWARD CONTRACT FOR MAINTENANCE OF TEST ADMINISTRATION FACILITY AUDIO VISUAL EQUIPMENT FOR THE PERIOD OF 3/1/2011- 9/30/11. TO SEPTEMBER 30, 2011. REFERENCE BID # 47-11 EST . \$16,000.00 TOTAL
5. GENERAL SERVICES DEPARTMENT FROM DIGITEL, BIRMINGHAM, AL, TO AWARD CONTRACT FOR TELECOMMUNICATION EQUIPMENT FOR THE PERIOD OF 3/1/11 2/28/12. REFERENCE BID #51-11
EST. \$10,000.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL, JEFFERSON METRO CLINICS AND JEFFERSON COUNTY REHABILITATION HEALTH CENTER FROM STERICYCLE, BIRMINGHAM, AL, TO AWARD CONTRACT FOR INFECTIOUS MEDICAL WASTE COLLECTION AND DISPOSAL FOR THE PERIOD OF 3/1/11- 2/28/12. REFERENCE BID #52-11
EST. \$35,000.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL, CENTRAL SUPPLY AND OTHER COUNTY FACILITIES FROM NEXAIR LLC, COOK, EL, CONTRACT RENEWAL FOR PROPANE/ BUTANE GAS WITHOUT AN INCREASE IN COST FOR THE PERIOD OF 1/1/11 - 12/31/11. REFERENCE BID # 30-09 EST. \$30,870.00 TOTAL
8. ROADS AND TRANSPORTATION (FLEET MANAGEMENT) FROM JASPER ENGINES AND TRANSMISSIONS, JASPER, IN, FOR ONE (1) EACH 6.0 DIESEL TRUCK ENGINE. SAP PURCHASE ORDER #2000052526 \$5,715.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL (STORES) FROM OWENS AND MINOR, ATLANTA, GA, FOR BUTTERFLY LUERS AND BLOOD TRANSFER DEVICES. SAP PURCHASE ORDER # 7000005811 \$6,667.76 TOTAL

ADDENDUM WEEK OF 2/3/11 - 2/9/11

RECOMMENDED FOR

1. JEFFERSON HEALTH AND REHABILITATION CENTER ADMINISTRATION FROM WOOD FRUITTICHER, IRONDALE, AL FOR MISCELLANEOUS FOOD PURCHASES. SAP PURCHASE ORDER # 2000052563 \$5,798.55 TOTAL
REFERENCE BID # 206-09
2. JEFFERSON COUNTY SHERIFF, BIRMINGHAM JAIL CORRECTION FROM WOOD FRUITTICHER, IRONDALE, AL FOR MISCELLANEOUS FOOD PURCHASES. SAP PURCHASE ORDER # 2000052547 \$13,988.28 TOTAL
REFERENCE BID # 206-09 CONTRACT APPROVED BY COMMISSION ON 1/25/2011

NOTE: PURCHASE ORDERS DID NOT APPEAR ON THE ENCUMBRANCE REPORT DUE TO "HELD" STATUS

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the Purchasing Minutes be approved.

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

Feb-22-2011-127

WHEREAS, Section 28-3A-4, Code of Alabama requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses; and

WHEREAS, limitations of the maximum amount of county fees for licenses are established annually; and

WHEREAS, the maximum county fees for fiscal year 2011-2012 licenses have been established.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Jefferson County alcohol licensing fees are established for fiscal year 2011-2012 in accordance with the Alabama Alcoholic Beverage Control Board limitations of county fees on alcohol licenses.

COUNTY (37) JEFFERSON 2010 - 2011

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$50.00	300.00	300.00
011 - LOUNGE RETAIL LIQUOR - CLASS If - (PACKAGE)	50.00	300.00	300.00
020 - RESTAURANT RETAIL LIQUOR	50.00	300.00	300.00
031 - CLUB LIQUOR - CLASS I	50.00	300.00	300.00
032 - CLUB LIQUOR - CLASS II	50.00	750.00	750.00
**			
040 - RETAIL BEER - (ON OR OFF PREMISES)	50.00	150.00	75.00
**			
050 - RETAIL BEER (OFF PREMISES ONLY)	50.00	150.00	75.00
**			
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	50.00	150.00	75.00
**			
070 - RETAIL TABLE WINE OFF PREMISES ONLY)	50.00	150.00	75.00
080 - LIQUOR WHOLESALE	50.00	500.00	500.00
**			
090 - WHOLESALE BEER ONLY	50.00	550.00	275.00
**			
100 - WHOLESALE TABLE WINE ONLY - 10.5% OR LESS	50.00	550.00	275.00
**			
110 - WHOLESALE TABLE WINE & BEER COMBINED	50.00	750.00	375.00
120 - WHOLESALE LICENSE	50.00	200.00	200.00
**			
130 - ADDITIONAL WAREHOUSE - WINE, BEER OR BOTH	50.00	200.00	100.00
140 - SPECIAL EVENTS RETAIL	50.00	150.00	150.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	50.00	100.00	100.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	50.00	250.00	250.00
170 - RETAIL COMMON CARRIER	50.00	150.00	150.00
**			
200 - MANUFACTURER	50.00	500.00	500.00
**			
210 - IMPORTER	50.00	500.00	500.00
**			
220 - BREWPUB	50.00	1,000.00	500.00
230 - INTERNATIONAL MOTOR SPEEDWAY	50.00	300.00	300.00

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May no charge more than one-half of the state for this type license.

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

Feb-22-2011-128

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and GHA Technology, Inc. to provide annual maintenance for Solarwinds network monitoring and management tools for the period January 1, 2011 - December 31, 2011 in the amount of \$5,359.

CONTRACT NO. 2180

SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT entered into this 18th January 2011, by and between Jefferson County Alabama, hereinafter called "the County", and GHA TECHNOLOGIES, INC called "the Contractor". The effective date of this agreement shall be February 1, 2011.

WHEREAS, the County desires to contract for software support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to purchase the software support hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for Annual Maintenance for Solarwinds software support. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

ITEM NUMBER	QTY	PRODUCT DESCRIPTION	ANNUAL PRICE
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SKU 3058	1	Netflow Traffic Analyzer Module for Orion NPM SL500	1,060.00
SKU 3003	6	Engineer's Toolset	349.00
SKU 1025	1	Orion Network Performance Monitor SL500	1,498.00
SKU 4712	1	Orion APM Module ALX	707.00
GRAND TOTAL			5,359.00

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on January 31, 2012, with the option to renew for a period of up to two (2) additional one (1) year terms.
4. **COMPENSATION:** The Contractor shall be compensated for the annual software and support a sum of \$ 5,359.00; payment terms are Net 30.
5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
9. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
10. **HOLD HARMLESS AND INDEMNIFICATION** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
11. **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.
12. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
13. **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.
14. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless

the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA
David Carrington, President
Jefferson County Commission
GHA TECHNOLOGIES, INC
Thomas Onash, Sales Representative

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

Feb-22-2011-129

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Environmental Systems Research Institute (ESRI) to provide maintenance and support for ARC/GIS and ARC/INFO technology software for the period October 1, 2010 - September 30, 2011 in the amount of \$141,474.66
CONTRACT NO.: 010-09 2094
ESRI Agreement No. 2010M183

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of November 2010, between Jefferson County, Alabama, hereinafter referred to as "the County, and Environmental Systems Research Institute, Inc., hereinafter referred to as the "Contractor" to provide Software Maintenance and Support for ARC/GIS & ARC/INFO Technology 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:

This contract results from Jefferson County's request for Bid No. 10-09. The Contract between the parties referenced above, which was approved by the Commission on March 23, 2010 and recorded in Minute Book 159, Page 430 -431 is hereby amended as follows:

Item 3. Amend Term of Contract: The term of this contract shall be extended from October 1, 2010 to September 30, 2011, with the County's option to renew additional one (1) year period.

The terms and conditions of ESRI Quote No. 25425279, dated 06/04/2010, is incorporated herein by reference and attached (on file in the Minute Clerk's office) hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

CHRIS JOHNSON

MANAGER, DOMESTIC CONTRACTS

Environmental Systems Research Institute

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

Feb-22-2011-130

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Business Systems & Consultants to provide annual maintenance for Bell & Howell scanners for the period October 1, 2010 - September 30, 2011 in the amount of \$5,190.

CONTRACT NO.: 00002116

PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT entered into this 1st December 2011, by and between Jefferson County Alabama, hereinafter called "the County", and BUSINESS SYSTEMS & CONSULTANTS, INC called "the Contractor". The effective date of this agreement shall be October 1, 2010.

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

WHEREAS, the Contractor desires to furnish said professional service to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to purchase the professional service hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for Annual Maintenance for Bell & Howell Scanners. The contract describes the scope of services called for and constitute the entire agreement between the parties. The Scope of Services is as follows:

PRODUCT DESCRIPTION	ANNUAL PRICE
BELL & HOWELL SCANNERS - MODEL NO. 8080D	
SERIAL NO. 808D-GRP8000218	\$ 2,595.00
BELL & HOWELL SCANNERS - MODEL NO. 8125D	
SERIAL NO. 8125D-GRP8000002	\$ 2,595.00
TOTAL ANNUAL PRICE	\$ 5,190.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on September 30, 2011, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the professional service and support a sum of \$ 5,190.00; payment terms are Net 30.

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

Division.

6. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
9. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
10. **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.
11. **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.
12. **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.
13. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

WITNESSES: JEFFERSON COUNTY, ALABAMA
David Carrington, President
Jefferson County Commission

WITNESSES: BUSINESS SYSTEMS & CONSULTANTS, INC
Sandy Mills, Controller

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

Feb-22-2011-131

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

Amendment to the enhanced law enforcement services agreement with the City of Center Point to extend term to September 30, 2011.

AMENDMENT TO CONTRACT

This is an amendment to the contract for enhanced law enforcement services previously entered into between the City of Center Point, a municipal corporation organized under the laws of the State of Alabama (the "City") and Mike Hale as Sheriff of Jefferson County, Alabama (the "Sheriff") and dated October 8, 2009 (the "Contract", attached hereto - on file in the Minute Clerk's office). The effective date of this amendment shall be September 30, 2010.

WITNESSETH:

WHEREAS, the City desires to amend the Contract; and
WHEREAS, the Sheriff desires to amend the Contract.

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

The Contract is hereby amended as follows:

6. TERM. This Agreement shall take effect on October 1, 2009 and continue for a period of two (2) years until September 30, 2011, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.

All of the other terms and conditions of the Contract shall remain the same.

Agreed upon and signed this 8th day of October, 2010, at Birmingham, Alabama.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

CITY OF CENTER POINT

Thomas E. Henderson, Mayor

ACKNOWLEDGED BY:

David Carrington, President

Jefferson County Commission

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

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

Amendment to the enhanced law enforcement services agreement with the City of Pinson to extend term to November 30, 2011.

AMENDMENT TO CONTRACT

This is an amendment to the contract for enhanced law enforcement services previously entered into between the City of Pinson, a municipal corporation organized under the laws of the State of Alabama (the "City") and Mike Hale as Sheriff of Jefferson County, Alabama (the "Sheriff") and dated November 13, 2009 (the "Contract", attached hereto - on file in the Minute Clerk's office). The effective date of this amendment shall be October 31, 2010.

WITNESSETH:

WHEREAS, the City desires to amend the Contract; and

WHEREAS, the Sheriff desires to amend the Contract.

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

The Contract is hereby amended as follows:

6. TERM. This Agreement shall take effect on December 1, 2009 and continue for a period of two (2) years until November 30, 2011, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.

All of the other terms and conditions of the Contract shall remain the same.

Agreed upon and signed this 16th day of November, 2010, at Birmingham, Alabama

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

CITY OF PINSON

Hoyt Sanders, Mayor

ACKNOWLEDGED BY:

David Carrington, President

Jefferson County Commission

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

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

Amendment to the enhanced law enforcement services agreement with the City of Clay to extend term to September 30, 2011.

AMENDMENT TO CONTRACT

This is an amendment to the contract for enhanced law enforcement services previously entered into between the City of Clay, a municipal corporation organized under the laws of the State of Alabama (the "City") and Mike Hale as Sheriff of Jefferson County, Alabama (the "Sheriff") and dated October 12, 2009 (the "Contract", attached hereto - on file in the Minute Clerk's office). The effective date of this amendment shall be September 30, 2010.

WITNESSETH:

WHEREAS, the City desires to amend the Contract; and

WHEREAS, the Sheriff desires to amend the Contract.

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

The Contract is hereby amended as follows:

6. TERM. This Agreement shall take effect on October 1, 2009 and continue for a period of two (2) years until September 30, 2011, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to

the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.

All of the other terms and conditions of the Contract shall remain the same.

Agreed upon and signed this 8th day of October, 2010, at Birmingham, Alabama.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

CITY OF CLAY

Ed McGuffie, Mayor

ACKNOWLEDGED BY:

David Carrington, President

Jefferson County Commission

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

Feb-22-2011-134

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mr. Jerry Brown in the amount of Two Hundred Ninety-Six and 90/100 (\$296.90) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Jerry Brown in the amount of \$296.90 and forward it to the County Attorney for disbursement.

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

Feb-22-2011-135

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to accept the sum of Eight Thousand Five Hundred Fourteen and 40/100 (\$8,514.40) Dollars from Cadillac Jack, Inc, in full settlement of the lawsuit styled *Cadillac Jack, Inc. v. Jefferson County, Alabama, et al.*, Montgomery County Court Case No. CV 2010-919.

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

Feb-22-2011-136

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 Stephens that the above resolution be adopted. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

Feb-22-2011-137

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the BJC Animal Control Services, Inc. for payment of repairs to the HCVA system in the Isolation Kennel at the BJC Animal Control facilities in the amount of \$958.79, be and hereby is approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is directed to issue a check made payable to the BJC Animal Control Services, Inc. in the amount of \$958.79 from the Animal Escrow Account (approx. balance \$160,000) and sent to 6227 5th Avenue North, Birmingham, AL 35212.

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

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

STAFF DEVELOPMENT

George Bowman	Commission	Washington, D.C. NACO Conference March 4-10, 2010	\$2,389.24
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Motion was made by Commissioner Stephens seconded by Commissioner that the above Staff Development be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Thereupon the Commission Meeting was adjourned to meet Tuesday, March 8, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk