

STATE OF ALABAMA)

JEFFERSON COUNTY) November 22, 2011

The Commission convened in regular session at the Birmingham Courthouse at 12:15 p.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of November 8-9, 2011, be approved. Voting "Aye" Knight, Brown, Bowman and Carrington.

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

- Commissioner Bowman, Health and General Services Committee Items 1 (excluding 1 (5))I through 9.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 34.
- Commissioner Carrington, Administrative Services Committee - Item for Environmental Services - for information only.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items B through K.
- Commissioner Stephens, Finance & Information Technology Committee Items A through H.

Commissioner Knight stated that the E911 Board was not as interested in purchasing the Center Point Satellite Courthouse; but, may decide to purchase the building owned by the Storm Water Authority. He stated he would also like an evaluation, cost study of the County sewer system.

Tony Petelos, County Manager stated he wanted the Commission to look into putting the Jefferson Rehabilitation & Health Center property up for sale.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
11/22/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE SUPPLIES	CORONER/MEDICAL EXAMINER	144.23	1900054053
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER OFFICE SUPPLY 2012 PLANNER, ETC.	CORONER/MEDICAL EXAMINER	34.98	1900054002
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SECURITY PATCHES, FOOD AND YARD SIGNS	COMMISSIONER, DISTRICT 1	76.50	1900054253
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MILAGE/ MARKTG/PARKING/ADAPTERS/FOOD ITEMS	CGH: NURSE ADMIN	851.78	1900054161
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POOL CAR GAS	CORONER/MEDICAL EXAMINER	20.00	1900054003
*DISTRICT 1					1,127.49	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CERTIFIED MAIL 2012 AGREEMENT SSAI	SENIOR CITIZEN SERVICES	5.15	1900053906
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEY TAGS & BENCH GRINDER PARTS	R&T: HIGHWAY MAINT-BESSEMER	52.64	1900054267
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRAWER LOCK, FUEL HOSE, PARTS PORTABLE PUMP	R&T: HIGHWAY MAINT-KETONA	102.05	1900054030
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRO BUMP & FEED TRIMMER	R&T: TRAFFIC ENGINEERING	36.25	1900054162
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PC REIMBURSEMENT NOTARY LABEL ROW R. TURNER	R&T: RIGHT OF WAY	3.65	1900054269
DISTRICT 2	1000193	JEFFERSON CO TREASURER	POSTAGE STAMPS & OFICE SUPPLIES	R&T: HIGHWAY MAINT-KETONA	67.08	1900054270
DISTRICT 2	1001813	ST OF AL DEPT OF PUB HELTH	2012 RADIOACTIVE MATERIALS LIC NO. 495 RENEWAL	R&T: ADMINISTRATION	3,600.00	1900054095
DISTRICT 2	1020107	ECON DEV ADM/US DEPT OF	EDA RLF INTEREST SEQUEST FD GRANT# 04-39-03391.02	ECON DEV LN COUNTY	607.17	1900054023
*DISTRICT 2					4,473.99	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DIAL SOAP & SPRAYERS	SHER CORRECT-BIRMINGHAM	94.42	1900053993
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ORG PLUS 9 PROF 100 - UNLOCK CODE	INFO TECHNOLOGY	65.50	1900054181
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ORGPLUS 9 PROFESSIONAL 100	INFO TECHNOLOGY	200.00	1900054180
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MATT: PCI NET CARD; JACK: USB CABLES	INFO TECH: TECHNICAL SERVICES	142.23	1900054191
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS SEPT	REVENUE	19.44	1900054205
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS SEPT	REVENUE	84.24	1900054208
DISTRICT 3	1000892	APPRAISAL INSTITUTE	APPR JOURNAL & VALUATION INSIGHTS & PERSPEC	BD OF EQUAL - BHAM STATE	73.00	1900054172
DISTRICT 3	1024315	JEFFERSON COUNTY EMA	JC CERT DONATION COMMUNITY AWARENESS DAY	EMA	2,000.00	1900053644
*DISTRICT 3					2,678.83	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SER & FUEL	EMA	781.02	1900054163
DISTRICT 4	1000193	JEFFERSON CO TREASURER	RECPT BOOKS, INK, BATTERIES, COUNTERFEIT PENS,	FC ADMIN SERVICES	359.94	1900054044
*DISTRICT 4					1,140.96	
DISTRICT 5	1028724	WILLIE JAMES BROWN	REFUND RETIREE OCT MED PREM: DROP OPEN ENROLL	HUMAN RESOURCES ADMINISTRATION	117.92	1900054178
DISTRICT 5	1028727	LINDA D JENNINGS	REFUND RETIREE OCT MED PREM: DROP OPEN ENROLL	HUMAN RESOURCES ADMIN	117.92	1900054179
DISTRICT 5	1028731	BERNICE WALLACE	REFUND HLTH COVERAGE; EMP RETIRED, BEGAN RET	HUMAN RESOURCES ADMIN	58.08	1900054174
DISTRICT 5	1028734	ANNA J DAVIS	REFUND DIF FAMILY HLTH TO SINGLE COVERAGE	HUMAN RESOURCES ADMIN	223.09	1900054175
DISTRICT 5	1028735	LYNN T BURNS	REFUND DIF FAMILY HLTH TO SINGLE COVERAGE	HUMAN RESOURCES ADMIN	223.09	1900054185
DISTRICT 5	1028735	LYNN T BURNS	REFUND DIF RETIREE DENTAL SINGLE +1 TO SINGLE	HUMAN RESOURCES ADMIN	18.65	1900054176
DISTRICT 5	1028736	DON T SMITH	REFUND RETIREE OCT MED PREM: MEDICARE ELIGIBLE	HUMAN RESOURCES ADMIN	117.92	1900054177
*DISTRICT 5					876.67	
**					10,297.94	

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

STAFF DEVELOPMENT

Multiple Staff Development

Roads & Transportation - 2 participants	
Kelly Watson	\$415.00
Denise Shelton	\$415.00
IRWA Course C800 "Principles of Real Estate Law"	
Birmingham, AL - November 16-17, 2011	
(Continuing education in real estate certification)	
 Tax Assessor - 2 participants	
Janet Bell	\$960.13
Rickey Davis	\$960.13
AL VIII: Intermediate Mapping Class	
Montgomery, AL - April 17-20, 2012	(state funds)

Individual Staff Development

Family Court - Brian Huff	\$201.50
Office of Juvenile Justice & Delinquency & Prevention: Children's Justice & Safety	
Baltimore, MD - October 11-13, 2011	(grant funds)

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



BUDGET TRANSACTIONS

1. Information Technology-E911 \$15,000.00
Increase expenditures by shifting budget from E911 Reserve Fund Balance to purchase equipment.
2. General Services \$880,000.00
Shift funds from other contractual services to salaries to fund the recall of employees needed for election day support in lieu of outside contract.

For Information Only

Personnel Board \$0

Add one Assessment & Development Specialist (Grade 27). Salary and fringes were included in the FY2012 budget.

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



REQUEST FOR CERTIFICATIONS

Cooper Green Mercy Hospital - Social Services

 Director of Social Svcs

Cooper Green Mercy Hospital - Ambulatory Clinic

 Licensed Practical Nurse

Cooper Green Mercy Hospital - Linen

 Housekeeping Assistant

Cooper Green Mercy Hospital - Jefferson Metro

 Licensed Practical Nurse

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the Requests for Certifications be approved. Voting "Aye" Bowman, Brown and Carrington. Voting "Nay" 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.

For Week of 10/27/2011-11/02/2011

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.
SAP PURCHASE ORDER # 2000059362 \$15,000.00 TOTAL
2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THOMPSON TRACTOR, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR TRACTOR REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.
SAP PURCHASE ORDER # 2000059367 \$10,000.00 TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR & EQUIPMENT COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR TRACTOR REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/12 - 9/30/12. SAP PURCHASE ORDER # 2000059368 \$7,000.00 TOTAL
4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NOVA TEC, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.
SAP PURCHASE ORDER # 2000059370 \$5,500.00 TOTAL
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.
SAP PURCHASE ORDER # 2000059377 \$5,000.00 TOTAL
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KURTS TRUCK PARTS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.
SAP PURCHASE ORDER # 2000059378 \$5,000.00 TOTAL
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM AUTO ELECTRIC AND CARBURETOR, BIRMINGHAM, AL, TO AWARD BID FOR BATTERIES FOR VEHICLES ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 202-11 \$0.00 TOTAL
8. SHERIFF'S DEPARTMENT - BIRMINGHAM ENFORCEMENT FROM OFFICE DEPOT, BIRMINGHAM, AL, TO PURCHASE OFFICE SUPPLIES. SAP PURCHASE ORDER # 2000059336 \$9,341.71 TOTAL
9. FINANCE DEPARTMENT - PURCHASING FROM CCA LEASING FINANCIAL, RICHMOND, VA, FOR THE LEASE OF THE XEROX 7775 COPIER FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059376
\$6,425.12 TOTAL REFERENCE RFP # 96-10
10. GENERAL SERVICES FROM PARTNERS ELEVATOR SERVICE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ELEVATOR MAINTENANCE AND SERVICE ON AS NEEDED BASIS FOR THE PERIOD OF 11/01/11 - 10/31/12.
REFERENCE BID # 138-10 \$0.00 TOTAL
11. GENERAL SERVICES FROM KONE INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ELEVATOR MAINTENANCE AND SERVICE ON AS NEEDED BASIS FOR THE PERIOD OF 11 /01 / 11 - 10/31 / 12.
REFERENCE BID # 138-10 \$0.00 TOTAL
12. GENERAL SERVICES ADMINISTRATION FROM GRAYBAR ELECTRIC, BIRMINGHAM, AL, TO AWARD BID FOR LIGHT BULBS AND BALLAST. REFERENCE BID # 210-11 \$0.00 TOTAL
13. COOPER GREEN MERCY HOSPITAL FROM STERIS, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO ADD FREIGHT FOR HAND SOAP, HAND LOTION AND HAND GEL.
SAP PURCHASE ORDER # 20000558497 \$2,030.00 TOTAL REFERENCE BID 4 57-11
14. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM DIRECTV INCORPORATED, LOS ANGELES, CA, TO PROVIDE CABLE TV (FUNDAMENTAL PACKAGE). SAP PURCHASE ORDER # 2000059224 \$9,707.88 TOTAL
15. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM ALABAMA HOSPITAL ASSOCIATION, MONTGOMERY, AL, FOR 2012 HOSPITAL ASSOCIATION DUES. SAP PURCHASE ORDER # 2000059262 \$32,271.00 TOTAL
16. COOPER GREEN MERCY HOSPITAL (LABORATORY) FRO CLINICAL INNOVATIONS LLC, MURRAY, UT, TO AWARD BID FOR KOALA IPC 500OW / CABLES (IPS) 10/BOX TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 11/22/11 - 9/30/12. REFERENCE BID # 7-12 \$0.00 TOTAL
17. GENERAL SERVICES FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 11/1/11 - 10/31/12.
SAP PURCHASE ORDER # 2000059410 \$75,720.00 TOTAL REFERENCE BID # 138-10

- | | | | |
|--|----------|-------------|-------|
| | LABSCO | 13,000.00 | |
| | CARDINAL | 5,000.00 | |
| | | \$18,600.00 | TOTAL |
2. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS, TO AWARD CONTRACT FOR CATHETERS AND ACCESSORIES FOR THE PERIOD OF 11/22/11 - 9/30/12 ON AS NEEDED BASIS BY DEPARTMENT.
REFERENCE BID # 220-11

	SUPREME MEDICAL	\$ 5,000.00	
	ALL MEDICAL	5,000.00	
	CR BARD	15,000.00	
	CHAMPION	5,000.00	
		\$30,000.00	TOTAL
 3. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS, TO AWARD CONTRACT FOR ORTHOPEDIC SOFTGOODS FOR THE PERIOD OF 11/22/11 - 9/30/12 ON AS NEEDED BASIS BY DEPARTMENT.
REFERENCE BID # 1-12

	BIRD & CRONIN	\$10,000.00	
	DJO	10,000.00	
	OSSUR	5,000.00	
	OWENS & MINOR	1,500.00	
	MATTHEWS MED	750.00	
	SUPREME MEDICAL	750.00	
		\$30,000.00	TOTAL
 4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DIAGNOSTICA STAGO, BOSTON, MA, CONTRACT RENEWAL FOR STAGO COAGS (SUPPLIES, REAGENTS AND CONTROLS) FOR THE PERIOD OF 11/22/11 - 9/30/12 ON AS NEEDED BASIS BY DEPARTMENT. SAP PURCHASE ORDER # 2000059716 \$35,000.00 TOTAL
REFERENCE BID # 111-06
 5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DIAGNOSTICA STAGO, BOSTON, MA, CONTRACT RENEWAL FOR D-DIMER (SUPPLIES, REAGENTS AND CONTROLS) FOR THE PERIOD OF 11/22/11 - 9/30/12 ON AS NEEDED BASIS BY DEPARTMENT. SAP PURCHASE ORDER # 2000059723 \$10,000.00 TOTAL
REFERENCE BID # 111-06
 6. GENERAL SERVICES - CRAFTS FROM MAYER ELECTRIC, BIRMINGHAM, AL, FOR ELECTRICAL SUPPLIES FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000059559 \$25,000.00 TOTAL REFERENCE BID # 92-10
 7. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SIMPLEX GRINNELL LP, PALATINE, IL, FOR FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE FOR FISCAL YEAR 2012.
SAP PURCHASE ORDER # 2000059544 \$11,339.27 TOTAL REFERENCE BID # 206-11
 8. COOPER GREEN MERCY HOSPITAL - ADMINISTRATION/GS FROM STERICYCLE INCORPORATED, MIDFIELD, AL, FOR INFECTIOUS MEDICAL WASTE AND DISPOSAL COLLECTION FOR FISCAL YEAR 2012.
SAP PURCHASE ORDER # 2000059510 \$30,942.08 TOTAL REFERENCE BID # 52-11
 9. COOPER GREEN MERCY HOSPITAL - ADMINISTRATION/ MAINTENANCE FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FOR WASTE COLLECTION AND DISPOSAL SERVICE FOR FISCAL YEAR 2012.
SAP PURCHASE ORDER # 2000059376 \$50,000.00 TOTAL REFERENCE RFP # 175-10
 10. JEFFERSON REHABILITATION AND HEALTH CENTER FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FOR WASTE COLLECTION AND DISPOSAL SERVICE FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000059506 \$28,000.00 TOTAL REFERENCE BID # 175-10
 11. GENERAL SERVICES - ADMINISTRATION FROM WAREHOUSE EQUIPMENT AND SUPPLY COMPANY, BIRMINGHAM, AL, ANNUAL MAINTENANCE FOR OVERHEAD DOORS FOR FISCAL YEAR 2012. SAP PURCHASE # 2000059503 \$18,720.00 TOTAL REFERENCE BID # 72-09
 12. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR PLANT MIX ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE # 2000059515 \$100,000.00 TOTAL REFERENCE BID # 89-10
 13. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTERS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.
SAP PURCHASE ORDER # 2000059463 \$35,000.00 TOTAL REFERENCE BID # 57-11
 14. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOODYEAR WHOLESALE TIRE, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.

- SAP PURCHASE ORDER # 2000059464 \$20,000.00 TOTAL
15. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059465 \$18,000.00 TOTAL
16. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM S & S FIRESTONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000059466 \$5,000.00 TOTAL
17. COMMISSIONER DISTRICT 5 FROM ACCA DISTRICT MEETINGS, MONTGOMERY, AL, FOR THE JEFFERSON COUNTY COMMISSION 2011-2012 ASSOCIATION DUES. SAP PURCHASE ORDER # 2000059528 \$30,178.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL - DATA PROCESSING FROM MEDSPHERE SYSTEM CORPORATION, CARLSBAD, CA, ANNUAL MAINTENANCE AND SOFTWARE SUPPORT SERVICES FOR THE CLINICAL HEALTH INFORMATION SYSTEM AND FINANCIAL/REVENUE CYCLE ENTERPRISE SYSTEM UTILIZED THROUGHOUT THE HOSPITAL, CLINICS AND SATELLITE OFFICES FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 105-10 \$700,000.00 TOTAL

COMMISSION APPROVED 10/19/10; MB: 160; PAGE: 545.

2. COOPER GREEN MERCY HOSPITAL - ADMINISTRATION/GS FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, FOR 14VAC HUMIDITY SENSORS AND PRESSURE MONITOR INSTALLATION. SAP PURCHASE ORDER # 2000059766 \$9,294.13 TOTAL

ADDENDUM I

For Week of 11/03/2011-11/9/2011

REPORTED FOR:

1. GENERAL SERVICES ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, FOR PSA BUILDING AUTOMATION FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000058440 \$608,780.00 TOTAL SOLE SOURCE.

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

Nov-22-2011-916

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Facility Services Rental Service Agreement, Buy Back Agreement and Rental Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Cintas Corporation to provide micro-fiber mops in the amount of \$20,000.

FACILITY SERVICES RENTAL SERVICE AGREEMENT

Customer Name: Cooper Green Hospital DBA Name
 Delivery Address: 1515 6th Ave S Delivery Add Line 2:
 City: Birmingham State: Alabama Zip: 35233 -1687 Phone: (205) 930-3200

FACILITY SERVICES PRODUCTS PRICING:

Bundle Item #	Description	Rental Freq	Del Inv	Unit Price	Discount
07000	20"MICROFBR MOP HEAD	W - Weekly Delivery	2100	\$0210	
06998	11"MICROFBR MOP HEAD	W -Weekly Delivery	420	\$0.120	
07245	MICROFIBR MOP HANDLE	W - Weekly Delivery	15	\$0.150	
06930	MICROFBR MOP CONTAIN	W - fly Delivery	10	\$8.000	

Floor Restroom Kitchen Restaurant

- This agreement is effective as of the date of execution for a term of ____ (see addendum) months from the date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- COD Terms \$ 0.00 per delivery charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments Due 10 Days After End of Month

- Minimum Charge: \$ 30.00 per delivery.

AUTOMATIC LOST REPLACEMENT CHARGE DETAILS

Item #	%of Inventory	Price / ea
7000	1	\$4.500
699\$	1	\$3.000

- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Shop towel container \$ _____ per delivery.
- Artwork Charge for Logomat \$ _____
- Service Charge \$ 0.00 per delivery.

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

Other: See Addendum

By signing this agreement, I also authorize Cintas to check my credit to determine payment terms for this agreement.

Cintas Location No 212

I agree that I am authorized to sign on behalf of the company.

Cintas Sales Rep Name: Shannon Ritenous

Please Sign Name: W. D. Carrington

BUY BACK AGREEMENT

Non-Standard Product

Cooper Green Hospital (Customer) orders CINTAS CORPORATION ('Company') or any of its subsidiaries a garment rental service for employees requiring garments that are not standard to Company's normal rental product line.

In the event non-standard products are returned to Cintas for reasons other than normal wear, the Customer agrees to buy back all nonstandard products assigned to that employee et the rate listed below as the buy back rate.

If the item can be reused by the customer, the garment will be placed back in service and a credit will be issued for the value listed below as the buy back rate.

In the event the customer deletes the non-standard product, alters the design of the non-standard product, below terminates the rental agreements or fails to renew the rental agreement, the Customer agrees to buy back all the remaining non-standard products that Company has in-service and out-of-service at the rate listed as buy back rate.

Non-Standard Product	Buy Back Rate
7000	4.50
6998	3.00

I agree that I am authorized to sign on behalf of the company.

Cintas Location # 212

Shannon Ritenous

W. D. Carrington, President - Jefferson County Commission

Exhibit A

CINTAS CORPORATION

Rental Agreement

This agreement (hereinafter "Agreement") dated October 1, 2011 (hereinafter "Execution Date") is entered into between CINTAS CORPORATION, a corporation organized and existing under the laws of the State of Washington with its principal office located at 6800 Cintas Blvd.. Cincinnati Ohio 45262-5737, or any of its subsidiaries, successors and assigns. (hereinafter "Company") and Jefferson County Commission d/b/a Cooper Green Hospital organized and existing under the law's of the State of Alabama with its principal office located at 1515 6th Ave. South. Birmingham, AL 35293, and its successors and assigns (hereinafter "Customer") regarding a rental service for microfiber towels.

The parties hereby agree as follows:

1. Terms of Agreement- This account will not auto-renew. The term of this Agreement shall begin on the date the contract is signed by the Jefferson County Commission President. The contract term ends Sept 30, 2012. The program may be extended, at the same pricing, at the County's option for two additional years.
2. Governing Law- The parties agree the that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham.
3. Termination for Convenience- Upon Thirty (30) days written notice to 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 acceptable work executed in accordance with the Agreement prior to the effect 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 (this would include the microfiber mops purchased by Cintas specifically for use at Cooper Green Hospital), 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.

Assumption of Risk, Hold Harmless Indemnification Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital. Each Party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability- coverage) from and against any and all claims. loss, damages. liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or Aillful misconduct of the indemnifying Party. its employees, partners, officers or agents.

Non Assignment- Vendor may not assign the services furnished under this Agreement to any third party without the prior written permission of CGH.

Arbitration - There will be no arbitration for this contract- governing law is covered in point 2 above.

Price Increases- There are no price increases in yrs 2 and 3 of this agreement.

8. Customer Billing and Payment Terms Billing notice/statement will be Company's standard format and consolidate the four or five weekly invoices for the prior month. Any non-standard billing process including EDI must be mutually agreed to in writing.

Payment shall be made within thirty (30) days of receipt of the invoice or monthly notice/statement, Net 30.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

COMPANY

CUSTOMER

CINTAS CORPORATION

Cooper Green Hospital

Shannon Ritenous, Sales Rep

Sandra Hullett MD - CEO and Medical Director

CUSTOMER - Cooper Green Hospital

JEFFERSON COUNTY COMMISSION

W. D. Carrington President

By: David Carrington

Title: Jefferson County Commission President

MERCHANDISE & PRICING

ITEM DESCRIPTION	PRICE PER	BILLING METHOD	LOSS/DAMAGE REPLACEMENT VALUE
20" microfiber mop	\$0.21	Even billing	
11" microfiber mop	\$.12	Even billing	
Mop Handles	\$0.15	Even billing	
Blue totes	\$7.00	Even billing	
1% Loss Replacement - 20" Microfiber mop	\$5.00	Even billing	
1% Loss replacement- 11" microfiber mop	\$3.50	Even billing	

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

Nov-22-2011-917

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Annual House Staff Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital (CGMH), Jefferson Clinic, P.C., University Hospital/UAB Health System and the Board of Trustees of the University of Alabama at Birmingham (UAB) for Part I - Approved Distribution of Residents by Specialty and Postgraduate Year and Part II - Basic Annual Cost for Residents - University Hospital for training of UAB Residents at CGMH in the total amount of \$1,529,755.30.

(a) for the period July 1, 2011 - September 30, 2011, in the amount of \$381,565.58.

(b) for the period October 1, 2011 - June 30, 2012, in the amount of \$1,148,189.72.

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

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

Nov-22-2011-918

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Universal Hospital Services to provide rental, maintenance/repair, inspections and replacement of various equipment in the amount of \$80,000.

Agreement #: 2979

EQUIPMENT RENTAL SERVICES AGREEMENT

This Services Agreement ("Agreement") between Universal Hospital Services, Inc. ("UHS") and Cooper Green Mercy Hospital ("Customer") is effective November 1, 2010 ("Effective Date"). This Agreement has no force and effect, unless it is signed by December 31, 2011.

Services. Customer engages UHS to perform the services described in the Exhibit(s) ("Services") on the equipment listed ("Equipment") and for the fees ("Fees") set forth in the Equipment and Fees Exhibit.

Term. This Agreement begins on the Effective Date and continues in effect for one year, unless it is terminated sooner pursuant to the Terms and Conditions Exhibit. Thereafter, this Agreement may be renewed for two consecutive 12-month periods, unless either party gives the other written notice of its intent not to renew- at least 90 days before the renewal date.

Incorporation of Exhibits. The following Exhibits are incorporated into this Agreement: (on file in the Minute Clerk's office)

- Equipment Rental Exhibit
- Equipment and Fees Exhibit
- Terms and Conditions Exhibit

ACCEPTED AND AGREED TO:

Cooper Green Mercy Hospital
1515 6th Avenue South
Birmingham. AL 35233
Sandra Hullett, MD - CEO/Medical Director
County Commissioner
W. D. Carrington, President

Universal Hospital Services, Inc.
7700 France Avenue South, Suite 275
Edina, MN 55435-5528
Robert D. Brooks, Sr. Vice President Operation

Nov-22-2011-919

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign agreements between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Phillips Healthcare to provide maintenance for MRI machine, Kodak Carestream workstation and MRI acoustic music system in the amount of \$277,787.50 to be paid over a 30 month period. (FY2012 amount \$106,500)

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

Nov-22-2011-920

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

Birmingham (UAB) to provide the services of a Chief Coroner/Medical Examiner and two Associate Coroner/Medical Examiners in the amount of \$881,726 for FY11-12.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiner cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the Board of Trustees of the University of Alabama, a public corporation and instrumentality of the State of Alabama, for the University of Alabama in Birmingham, hereinafter referred to as UAB, and

WHEREAS, UAB has offered to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners who, in the opinion of Jefferson County, are qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with UAB, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAB shall provide the professional services of a Chief Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed as appointed Chief Coroner/Medical Examiner in accordance with Act 79-454. (A copy of which Act is attached hereto as if fully set out herein.)
 - b. Continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - c. Direct the staff of Coroner/Medical Examiner, representatives and agents appointed by the governing body subject to the supervision of the Jefferson County Commission and pursuant to the rules and regulations promulgated by the Coroner/Medical Examiner's Commission.
 - d. Obtain and carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
 - e. After termination from such position as Chief Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
2. UAB shall provide the professional services of two (2) Associate Coroner/Medical Examiners and a relief Associate Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law of the Chief Coroner/Medical Examiner, to be performed as the appointed Associate Coroner/Medical Examiners in accordance with Act 79-454.
 - b. As Associate Coroner/Medical Examiners, continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - c. Obtain or carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
 - d. After termination from such position as Associate Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
3. UAB shall provide professional liability insurance and general liability, including automobile, insurance or self-insurance for the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners each in the amount of \$1 million per occurrence and \$3 million annual aggregate for this contract period.
4. UAB shall maintain a backup resource to provide irregular, temporary or relief medical examiner support services on a sporadic basis during the term of the agreement. Said services shall be assigned by the Chief Coroner/Medical Examiner in accordance with the duties

required by Act 79-454.

5. Jefferson County shall:

a. Appoint by appropriate resolution a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners to carry out the duties of Act 79-454 those persons offered by UAB who are deemed qualified hereunder by Jefferson County.

b. Pay UAB monthly in accordance with the following schedule for professional services herein under, payment to be made by the fifth work day of each month.

October, 2011	\$ 72,086.00	April, 2012	\$ 72,086.00
November, 2011	\$ 72,086.00	May, 2012	\$ 72,086.00
December, 2011	\$ 72,086.00	June, 2012	\$ 72,086.00
January, 2012	\$ 72,086.00	July, 2012	\$ 72,086.00
February, 2012	\$ 72,086.00	August, 2012	\$ 72,086.00
March, 2012	\$ 72,086.00	September, 2012	\$ 72,086.00

c. Provide such deputies and assistants, including secretarial assistants, as required to carry out the duties of Act 79-454, subject to the final approval of the Jefferson County Commission.

d. Provide such office at Cooper Green Hospital, office supplies, vehicles and related equipment and accessories as may be required by the Jefferson County Commission to properly perform the duties required by Act 79-454.

e. Pay UAB a onetime payment of \$ 16,694.00 for medical liability insurance for the fiscal period October 1, 2011 through September 30, 2012.

6. UAB acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAB understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of UAB. UAB shall not represent itself to any third party as an agent or employee of Jefferson County. UAB shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAB's immunity pursuant to Ala. Const., Article 1, Section 14.

7. This agreement shall commence on October 1, 2009 and shall end on September 30, 2012. Said agreement maybe terminated by either party on thirty (30) days written notice to the other, either in its entirety or terminated only as to the position of Chief Coroner/Medical Examiner or either position of Associate Coroner/Medical Examiner (in which case the Agreement shall remain in full force and effect as to the other positions). This agreement shall be terminated immediately as to the position of Chief Coroner/Medical Examiner or Associate Coroner/Medical Examiner upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA a public corporation and instrumentality of the State of Alabama, for THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

Provost

CONCUR:

Kevin A. Roth, M.D.

Professor and Chairman

Department of Pathology

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Bowman, Brown, 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 the Board of Trustees of the University of Alabama for the University of Alabama in Birmingham (UAB) to provide services of a Consultant Toxicologist for FY11-12 in the amount of \$162,276.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Consultant Toxicologist cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the Board of Trustees of the University of Alabama, a public corporation and instrumentality of the State of Alabama, for the University of Alabama in Birmingham, hereinafter referred to as UAB, and

WHEREAS, UAB has offered to provide the services of a Consultant Toxicologist to serve under the direction of the coroner/Medical Examiner who, in the opinion of Jefferson County, is qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of the Chief Coroner/Medical Examiner relating to the activities of the Consultant Toxicologist pursuant to contract with UAB, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAB shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed by the Chief Coroner/Medical Examiner in accordance with Act 79-454 as if fully set out herein relating to required Toxicological examinations of tissues and fluids.
 - b. Continuously fulfill the technical and educational qualifications and requirements for such consultations as directed by the Chief Coroner/Medical Examiner.
 - c. Direct and supervise any personnel serving as representatives or agents in the performance of necessary testing to ensure compliance with those duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any compensation for about which said Toxicologist has knowledge.
2. UAB shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter directed by the Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - b. As Consultant Toxicologist continuously fulfill all technical and educational qualifications in accordance with the directions of Chief Coroner/Medical Examiner and Act 79-454.
 - c. Carry out reasonable and necessary toxicological and procedures as required for a high level of performance of the duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Consultant Toxicologist has knowledge.
3. UAB shall provide professional liability insurance coverage or self-insurance for the incumbent Consultant Toxicologist for this contract period.
4. Jefferson County shall:
 - a. Appoint by appropriate resolution as Consultant Toxicologist to carry out the duties of Act 79-454 that person offered by UAB who is deemed qualified hereunder by Jefferson County.
 - b. Pay UAB monthly in accordance with the following schedule for professional services hereunder, payment to be made by the fifth work day of each month.

October, 2011	\$13,523.00	Aril, 2012	\$13,523.00
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November, 2011	\$13,523.00	May, 2012	\$13,523.00
December, 2011	\$13,523.00	June, 2012	\$13,523.00
January, 2012	\$13,523.00	July, 2012	\$13,523.00
February, 2012	\$13,523.00	August, 2012	\$13,523.00
March, 2012	\$13,523.00	September, 2012	\$13,523.00

5. UAB acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAB understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of UAB. UAB shall not represent itself to any third party as an agent or employee of Jefferson County. UAB shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAB's immunity pursuant to Ala. Const., Article 1, Section 14.

6. This agreement shall commence on October 1, 2011 and shall end on September 30, 2012. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall terminate immediately upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA a public corporation and instrumentality of the State of Alabama, for THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

Provost

CONCUR:

Kevin A. Roth, M.D.

Professor and Chairman

Department of Pathology

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

Nov-22-2011-922

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

Nov-22-2011-923

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

AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

Z-2011-018 Butch Chandler, owner; Jerry M. South, agent. Change of zoning on Parcel ID# 28-34-2-0-12 in Section 34 Twp 18 Range 2 West from C-P (Preferred Commercial) to C-1 (Commercial) for mini storage facility. (Case Only: 2840 Acton Road; Birmingham, AL 35243) (ACTON) (3.15 Acres M/L)

RESTRICTIVE COVENANTS: 1. The use of this property shall be for a single-story, climate-controlled indoor self-service storage facility (no outside storage of any kind), which shall be developed in substantial accordance with the revised site plan (including supplementary buffer plantings) presented at the September 8, 2011 meeting of the Planning and Zoning Commission; 2. all lighting at the site shall be directed downward and away from the adjacent residential development; 3. buildings shall reflect the architectural design and aesthetics of the previously approved self-storage facility on the adjacent property to the north, and; 4. the developer/operator shall maintain all buffer materials in perpetuity, including the minimum 15-foot buffer required along the south property line in case Z-2007-119.

Motion was made by Commissioner Bowman seconded by Commissioner Brown that Z-2011-018 be approved. Voting "Aye" Bowman, Brown, Carrington and Knight.

Nov-22-2011-924

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health/Retardation Authority to provide on-site mental health services for Jefferson County Family Court, including evaluations, psychological assessment, mental health consultations and case management, beginning upon approval and ending September 30, 2011 in the amount of \$127,620.

CLARITY NO. 3214

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 30th day of September 2011; by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson-Blount-St. Clair Mental Health/Retardation Authority, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WHEREAS, the County desires to contract for mental health services for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to Jefferson County:
 - Mental health services including screening and assessments, psychological evaluations, mental health consultations with Family Court staff, referral to appropriate level of services, among others, are to be provided.
 - Psychological Evaluations to be performed by a licensed doctoral level Clinical Psychologist on referred individuals using such testing as is appropriate. Case and program consultation as requested by the Presiding Family Court Judge, Probation Staff and Jefferson County Youth Detention Facility Staff, or Court Administration on testing and evaluation. Preparation and furnishing of a report within 14 working days of completion of testing to the Court and probation staff as required.
 - In addition to the psychological evaluations, on site staffing is to include 2 Master's level Mental Health Liaisons (one acting

as a Unit Supervisor) and up to 6 hours of psychiatric time.

- Population to be served by the staff will be children who meet the State of Alabama Department of Mental Health/Mental Retardation Seriously Emotional Disturbance criteria and are at potential risk of removal from their home, or interruption from their current placement. The services will be provided to children/adolescents and their families/care givers who are actively involved with the Family Court of Jefferson County.

- The Contractor will submit a monthly service report and an annual report containing program data to be specified by the Court.

- These services shall be provided at the campus of the Family Court in space provided by the Jefferson County Commission.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render mental health services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012 or until \$127,620.00 is billed and paid, whichever comes first. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$127,620.00 as specified in Appendix A (on file in the Minute Clerk's office) which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.

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

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

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

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

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

12. LIABILITY:

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

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

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return

receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Family Court

120 2nd Ct. N.
Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department
716 N Richard Arrington Jr. Blvd
Suite 820
Birmingham, AL 35203

Copy to: Jefferson County Commission

Purchasing Department
716 N Richard Arrington Jr. Blvd
Suite 830
Birmingham, AL 35203

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

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

CONTRACTOR:
Dr. Richard Craig, Ph.D.
Executive Director
Jefferson-Blount-St. Clair Mental Health Authority

JEFFERSON COUNTY, ALABAMA
David Carrington
President, Commissioner

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

Nov-22-2011-925

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health/Retardation Authority to provide on-site mental health services for Jefferson County Family Court, including case management, and psychiatric consultations for court clients eligible for the Return to Aftercare Program Grant funded through the Alabama Department of Youth Services in the amount of \$73,000.

CLARITY NO. 3231

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 30th day of September 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson-Blount-St. Clair Mental Health/Retardation Authority, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WHEREAS, the County desires to contract for mental health services for the Return to Aftercare Program for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to Jefferson County:
 - Specific Mental Health services for the Return to Aftercare Program (RAP) including intensive case management for up to 15 juvenile clients and up to 6 hours of psychiatric time per week.
 - Population to be served by the staff will be children who meet the State of Alabama Department of Mental Health/Mental Retardation Seriously Emotional Disturbance criteria and are at potential risk of removal from their home, or interruption from their current placement. The services will be provided to children/adolescents and their families/care givers who are eligible for the RAP Program with the Family Court of Jefferson County.
 - The Contractor will be required to submit monthly data electronically via the Alabama Department of Youth Services GIMS system and produce an annual report containing program data to be specified by DYS in compliance with grant funding.
 - These services shall be provided at the campus of the Family Court in space provided by the Jefferson County Commission.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render mental health services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012 or until \$73,000.00 is billed and paid, whichever comes first. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.
4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$73,000.00 as specified in Appendix A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. Funds for this will be paid from a grant to Jefferson County Commission from the Alabama Department of Youth Services.
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

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

12. LIABILITY:

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

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

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

Client: Family Court

120 2nd Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820

Birmingham, AL 35203

Copy to: Jefferson County Commission

Purchasing Department

716 N Richard Arrington Jr. Blvd

Suite 830

Birmingham, AL 35203

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

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

CONTRACTOR:
Dr. Richard Craig, Ph.D.
Executive Director
Jefferson-Blount-St. Clair Mental Health Authority

JEFFERSON COUNTY, ALABAMA
David Carrington
President, Commissioner

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

Nov-22-2011-926

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health/Retardation Authority to develop, staff and manage the Jefferson County Youth Advocacy Program funded through the Alabama Department of Youth Services Grant in the amount of \$171,974.

CLARITY NO. 3235

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 11th day of October 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson-Blount-St. Clair Mental Health/Retardation Authority, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WHEREAS, the County desires to contract for a youth advocacy program for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to Jefferson County:
 - Develop and management of the Jefferson County Youth Advocacy Program (JCYAP).
 - Staffing including one Youth Advocacy Program Outreach Specialist and up to 6 Community Care Advocates
 - Recruitment, screening, training and management of the Community Care Advocates.
 - Facilitate regular meetings of the program Oversight Group
 - Submit monthly data electronically via the Alabama Department of Youth Services GIMS system and produce an annual report containing program data to be specified by DYS in compliance with grant funding.
 - Provide such services at the campus of the Family Court in space provided by the Jefferson County Commission.
 - Provide all clerical support for the services at no cost to the Jefferson County Commission
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render a youth advocacy program to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012 or until \$171,974.00 is billed and paid, whichever comes first. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.
4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$171,974.00 as specified in Appendix A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. Funds for this will be paid from a grant to Jefferson County Commission from the Alabama Department of Youth Services.
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division
7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)
10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
12. LIABILITY:
 - A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

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

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

Client: Family Court

120 2nd Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820

Birmingham, AL 35203

Copy to: Jefferson County Commission

Purchasing Department

716 N Richard Arrington Jr. Blvd

Suite 830

Birmingham, AL 35203

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

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

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

CONTRACTOR:

Dr. Richard Craig, Ph.D.

Executive Director

Jefferson-Blount-St. Clair Mental Health Authority

JEFFERSON COUNTY, ALABAMA

David Carrington

President, Commissioner

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

Nov-22-2011-927

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama, Family Court and Children's Policy Cooperative in support of the Children's Policy Council in the amount of \$25,000.

CLARITY N0.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 28th day of September 2011, by and between Jefferson County, Alabama, Family Court hereinafter called "the County", and Children's Policy Cooperative of Jefferson County, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

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

WHEREAS, the Contractor is a County resource and is established pursuant to an Act of the Alabama Legislature codified at 12-15-133, Code of Alabama to provide implementation of the Alabama Children's Policy Council; and

WHEREAS, the County has determined that it is in the public interest for the Contractor to support the work of the Jefferson County Children's Policy Council to assist in the development and promotion of said County resources.

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 provide the following services: 1. Establish priorities for children's issues 2. Promote collaboration and cooperation among child welfare professionals and agencies 3. Raise public awareness and advocate for improved quality of life for the children of Jefferson County through the work of the Jefferson County Children's Policy Council as directed by the Contractor 4. The Contractor shall deliver to the Jefferson County Family Court a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2012, whichever shall first occur.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this contract is October 1, 2011 through September 30, 2012. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue.
4. COMPENSATION: The County shall pay to the Contractor a lump sum payment of \$25,000.00 upon execution of this contract and submission on an invoice.

The Contractor understands that the County may be unable to reimburse the Contractor on any certified statement of expenditures received by the County more than 30 calendar days after the end of the fiscal year during which the eligible costs are incurred, or more than 30 calendar days after termination or expiration of the contract, whichever is earlier, and all said certified statements are subject to the applicable policies and procedures of the Jefferson County Commission.

5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited

to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

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

12. LIABILITY:

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

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

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

Client: Family Court

120 2nd Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820

Birmingham, AL 35203

Copy to: Jefferson County Commission

Purchasing Department

716 N Richard Arrington Jr. Blvd

Suite 830

Birmingham, AL 35203

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Joan Wright	David Carrington
President, Board of Directors	President, Commissioner

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

Nov-22-2011-928

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding and Request for Advance of Funds between Jefferson County, Alabama and the Administrative Office of Courts to accept \$25,000 in sub-grant funds for the Juvenile Detention Alternative Initiative.

MEMORANDUM OF UNDERSTANDING
WITH
THE JEFFERSON COUNTY FAMILY COURT

This Memorandum of Understanding ("MOU") is hereby entered into by and between the Alabama Administrative Office of Courts, (AOC), 300 Dexter Avenue, Montgomery, AL 36104, and the Jefferson County Family Court ("the Court"), 120 Second Court North, Birmingham AL 35204 for the purpose of supporting and furthering Juvenile Detention improvement in Jefferson County and in the State

of Alabama.

The AOC will, for the period covered by this MOU, pay to the Court or its County Administration or to a contracted designee, the sum of \$25,000.

The AOC will, for the period covered by this MOU, reimburse designated county personnel for reasonable travel expenses for certain JDAI-related conferences, site visits, and trainings. Delegates to such conferences, site visits, and trainings will be selected in consultation with the State Coordinator and the AECF TA/TL.

The Court agrees that it will acknowledge, support and implement to the extent of its capability the principles and philosophy of Juvenile Detention Alternatives Initiatives as defined and described by the Annie E. Casey Foundation (AECF), including the eight core strategies.

The Court agrees that one of its full time, active Judges will be identified as the Detention Reform Lead Judge and that a staff person or other such person will be designated by the Court as the Court's Detention Reform Site Coordinator to lead the day to day activities of the Detention Reform efforts of the Court. The Site Coordinator's responsibilities include providing regular reports to the Court and the local Detention Reform Collaborative, monitoring relevant data, and planning for/convening regular meetings of the Collaborative and related work groups.

The Court agrees that it will fully participate in the efforts of the AOC designated State Coordinator and the JDAI Technical Advisor/Team Leader (TA/TL), including but not limited to: participating in conference calls with other Alabama Site Coordinators and in meetings arranged by the State Coordinator, submitting periodic reports required by the AECF and the State Coordinator, and maintaining regular communications with the State Coordinator and the AECF TA/TL.

The duration of this MOU shall be from August 1, 2011 until July 31, 2012.

The parties indicate by the signatures below their intent to be bound by the terms of this Memorandum of Understanding:

Administrative Office of Courts
Callie T. Dietz, ADC
Joe Knight, Commissioner
Jefferson County Commission

Jefferson Co. Family Court
Brian Huff, Presiding Judge
W. D. Carrington, President
Jefferson County Commission

STATE OF ALABAMA
ADMINISTRATIVE OFFICE OF COURTS
JDAI SUB-GRANT
REQUEST FOR ADVANCE OF FUNDS

November 2011

TO:

Hon. John W. Davis, Family Court Division
Alabama Administrative Office of Courts
300 Dexter Avenue
Montgomery, AI. 36104
Request Details
Annie E. Casey Foundation contract between the AOC and The Jefferson County Commission for the Family Court JDAI Project.
FY 2011-2012 Sub-grant Payment

FROM:

Jefferson County Family Court
Attn: Vanessa Jones
120 2nd Court North
Birmingham, AI. 35204
Amount: \$25,000

TOTAL DUE \$25,000

I hereby certify that the requested amount is due, correct and unpaid: and that said, request is in accordance with applicable Federal and/or State of Alabama Laws, and the terms and conditions of a duly executed contract grant agreement.

Joe T. Knight, Commissioner
Jefferson County Commission

APPROVAL:

W. D. Carrington, President
Jefferson County Commission

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Bowman, Brown, 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 Alabama Cooperative Extension System to approve appropriation for regular salaries for FY10-11 funding in the amount of \$102,250.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into the 1st day of October, by and between Jefferson County, Alabama, hereinafter called "the County", and, Alabama Cooperative Extension System, hereinafter call "the Contractor". The effective date of this agreement shall be October 1, 2011.

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

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The contractor shall perform all necessary professional services provided under this contract as required. The Contractor shall provide the following programs in a satisfactory and proper professional manner:
 - a. Agricultural Programs
 - b. Forestry and Natural Resource Programs
 - c. Urban and Nontraditional Programs
 - d. Family and Individual Well-being Programs
 - e. Community and Economic Development Programs
 - f. 4-H Youth Development Programs
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render the professional services listed above to the County at any time after the effective date of this Contract.
4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:
 - a. The County shall pay the contractor a total of \$102,250.00 to be paid with twelve monthly payments of one (1) \$8,520.87 and eleven (11) \$8,520.83 upon execution of this Contract.
 - b. The Contractor shall use said funds above to help defray the cost of regular salaries for Jefferson County Extension Office.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County or damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. INSURANCE: Contract will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations tinder this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.
12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither tile contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing

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

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

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

CONTRACTOR:

Dr. Gary Lemme, Director

W. D. Carrington, President

Alabama Cooperative Extension System

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

Nov-22-2011-930

WHEREAS, the Birmingham-Jefferson County Transit Authority ("BJCTA") is a public entity established by the Alabama Legislature to provide mass transportation to the public; and

WHEREAS, the BJCTA has approved Resolution No. 2011-48, titled Authorization to Eliminate Transfers and Create a One Day Pass for BJCTA Patrons; and

WHEREAS, the BJCTA currently provides transfers to passengers who must take a second bus to their designation; and

WHEREAS, the transfers are complicated to use, often used illegally and can only be used for a short period of time; and

WHEREAS, a one day pass is a credit card sized fare card with a magnetic strip that is simply to use and fully automated for use on all BJCTA buses; and

WHEREAS, a one day pass would allow unlimited use of all regular transit services during an entire day; and

WHEREAS, it is required that any of the aforementioned changes must be approved by the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that these changes are in the best interest of the BJCTA patrons, and the Jefferson County Commission authorizes and approves the BJCTA's Resolution No. 201148, titled Authorization to Eliminate Transfers and Create a One Day Pass for BJCTA Patrons.

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

Nov-22-2011-931

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a

"Request for Release of Funds Certification" and documents for the North Smithfield Manor Park Project (CDBG10-03F-U01-NSM) from the Community Development Block Grant Program.

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

Nov-22-2011-932

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the North Smithfield Manor Park Project (CDBG10-03FU01-NSM)

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

Nov-22-2011-933

WHEREAS, the Jefferson County Commission has received a grant in the amount of \$18,358.00 from the State Executive Commission on Community Services Grants; and

WHEREAS, Jefferson County will use \$15,358.00 as match for the Community Storm Shelters and \$3,000.00 on behalf of senior services for the Mt. Olive Senior Citizens Center.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Department of Community and Economic Development is authorized to receive the Community Services Grant in the amount of \$18,358.00 from the State Executive Commission on Community Services Grants.

BE IT FURTHER RESOLVED, that the Finance Department is authorized to disburse \$15,358.00 as match for community storm shelters and \$3,000.00 to the Mt. Olive Senior Citizens Center.

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

Nov-22-2011-934

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP), such bids having been opened on October 31, 2011, and listed as follows:

Contractor	Base Bid	Notation	Alternate 1	Alternate 2	Alternate 3	Total Bid
Veterans Landscaping Co., Inc.	140,085.00	0	1,440	500	920	142,945.00
Southeastern Sealcoating, Inc.	171,155.50	0	4,000	3,000	1,500	179,655.00
Cherry Brothers, Inc.	199,372.50	0	2,500	2,500	3,000	207,372.50

WHEREAS, after tabulation by the Engineering Service Associates and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Veterans Landscaping

Co., Inc. for the base bid plus alternates for a total bid amount of \$142,945.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and hereby is authorized, empowered and directed to execute an Agreement on behalf of Jefferson County, Alabama and Veterans Landscaping Co., Inc., for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP) following approval of the agreement by the Jefferson County Attorney's Office. This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2009.

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

Nov-22-2011-935

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Thompson Architecture Inc., for the Fairfield Forest Hill Park Improvements Project (CD09-03F-M01-FHP). The modified amount shall be \$2,950.00 for a limited Methane Assessment and extend 210 days the contract from August 5, 2011 to March 2, 2012. The previous modification increased the contract to \$25,550.00. The new allocation for this project shall be \$28,500.00. The time extension shall not add any additional cost to contract. This project is from the 2009 program year.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Architect, Inc., hereinafter called "the Contractor" for grant allocation PY09/FY11. The effective date of this agreement shall be June 29, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on June 29, 2010 in Minute Book 160, Page 144 (sic)

The contract between the parties was extended and approved by the Jefferson County Commission on May 21, 2011 in Minute Book 161 pages 542-543, is hereby modified as follows:

The purpose of this Modification is to add the following scope of services of a limited Methane Assessment and the additional scope shall include: 1. Advance a total of 10 bar punches in areas to include the area of observed fill, adjacent to the existing bathhouse building, in the area of the proposed small new pavilion and play ground equipment, and adjacent to the existing tennis court. These will be to test for other gasses from a potential burial pit. 2. These bar punches will be advanced to a depth of approximately 3 feet. The consultant or agency of consultant choosing will test the soil vapor for methane or other gases, which could be from the reported burial of organic materials. 3. The results of this assessment including methane test and comparison of the data with regulatory levels will be provided in a summary report. The previous Environmental assessment report would also be updated accordingly.

This amendment is also to extend the contract an additional 210 days. The previous extended date was August 5, 2011 and the new completion date shall be March 2, 2012.

The total cost of the additional services is \$2,950.00. The total compensation to Thompson Architecture Inc., shall be \$28,500:00. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

President

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

Nov-22-2011-936

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification Number 1 to Agreement No. 1-4-30-15-22 with The Dannon Project. The modification adjusts line items and all other terms and conditions of the original agreement remain the same.

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

Nov-22-2011-937

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in the Chalkville area of Jefferson County; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 1208 Sweetwater Circle, Birmingham, Alabama 35235

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201009 Page 15264, in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201009 Page 15264, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

Nov-22-2011-938

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in the Chalkville area of Jefferson County; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 1740 Molly Drive, Birmingham, Alabama 35235

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201009 Page 15121, in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201009 Page 15121, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington
Its: President of the County Commission

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

Nov-22-2011-939

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in the Chalkville area of Jefferson County; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 2313 Scottish Court, Birmingham, Alabama 35235

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201006 Page 9825, in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201006 Page 9825, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

Nov-22-2011-940

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in the Center Point area of Jefferson County; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 2343 Spencer Lane, Birmingham, Alabama 35215

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201009 Page 10348, in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201009 Page 10348, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

WHEREAS, Greater Birmingham Habitat for Humanity executed that certain mortgage for the construction of the single family houses in the North Smithfield area of unincorporated Jefferson County; and

WHEREAS, new homes in the North Smithfield community have been completed and sold to qualified homebuyers through Jefferson County's Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said lots are identified as follows:

Lots 4 and 17, according to the Survey of North Smithfield Manor Allen Street Addition, as recorded in Map Book 232, Page 49, in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Partial Satisfaction of Recorded Mortgages for the above referenced lots be executed by the Commission President.

KNOW ALL MEN BY THESE PRESENTS, That, for a valuable consideration, in hand paid by Greater Birmingham Habitat for Humanity, Inc., the said Jefferson County, Alabama, a political subdivision of the State of Alabama, does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by Greater Birmingham Habitat for Humanity, Inc., which said mortgage was recorded in the Office of the Judge of Probate of JEFFERSON County, Alabama, Birmingham Division, in Book LR 2009 Page 800 and modified in Book LR 201005 Page3449, and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby release and remise all our right, title and interest in and to the following described property situated in Jefferson County, Alabama, Birmingham Division, to-wit:

Lot 4 according to the Survey of North Smithfield Manor Allen Street Addition as recorded in Map Book 232 Page 49 in the Probate Office of Jefferson County, Alabama

BUT IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release shall no wise, and to no extent whatever, affect the lien of said Mortgage as to the remainder of the property described in and secured by said Mortgage.

IN WITNESS WHEREOF, the undersigned W. D. Carrington, as President of County Commission of Jefferson County, Alabama, a political subdivision of the State of Alabama, has caused these presents to be executed this 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

PARTIAL SATISFACTION OF RECORDED MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, for a valuable consideration, in hand paid by Greater Birmingham Habitat for Humanity, Inc., the said Jefferson County, Alabama, a political subdivision of the State of Alabama, does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by Greater Birmingham Habitat for Humanity, Inc., which said mortgage was recorded in the Office of the Judge of Probate of JEFFERSON County, Alabama, Birmingham Division, in Book LR 2009 Page 800 and modified in Book LR 201005 Page3449, and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby release and remise all our right, title and interest in and to the following described property situated in Jefferson County, Alabama, Birmingham Division, to-wit:

Lot 17 according to the Survey of North Smithfield Manor Allen Street Addition as recorded in Map Book 232 Page 49 in the Probate Office of Jefferson County, Alabama

BUT IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release shall no wise, and to no extent whatever, affect the lien of said Mortgage as to the remainder of the property described in and secured by said Mortgage.

IN WITNESS WHEREOF, the undersigned W. D. Carrington, as President of County Commission of Jefferson County, Alabama, a political subdivision of the State of Alabama, has caused these presents to be executed this 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

WHEREAS, a mortgage was executed by Kristie Richardson recorded on November 1, 2005 in Instrument No. 200563/4536 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the term of the deferred loan has expired.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 200563 Page 4536, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 22nd day of November, 2011.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

Nov-22-2011-943

A RESOLUTION IDENTIFYING SURPLUS COUNTY
EQUIPMENT AND AUTHORIZING THE DISPOSAL OF SAID
EQUIPMENT VIA SALE TO THE SCRAP YARD

WHEREAS, the county Fleet Manager has determined the following list of retired rolling stock to be surplus, all salvageable parts have been used, and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to dispose of the following list of County assets and have them removed from the fixed assets inventory.

VEHICLE #	VIN #	DESCRIPTION	ASSET #
A026026	2FAFP73W02X159299	SEDAN 4 DR C V 02	020794
A036001	2FAFP71W63X107969	SEDAN 4 DR C V G/W 03	020060
A046005	2FAFP71W44X154208	SEDAN 4 DR C V G/W 04	040647
A066018	2FAFP71W26X115250	SEDAN 4 DR C V G/W 06	060177
A066057	2FAFP71W06X134735	SEDAN 4 DR C V G/W 06	060585
A076036	2B3KA43H47H758686	SEDAN 4 DR CHARGER G/W 07	073544
A923002	2FACP72WINX252292	SEDAN 4 DR C V 92	A921599
8975304	1FTDF17W2VNC92230	PU 6K F150 97	971104
C991305	1GCHC33F6XF011619	PU 10K CC 3500 99	990338

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

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

Nov-22-2011-944

A RESOLUTION IDENTIFYING SURPLUS COUNTY
EQUIPMENT AND AUTHORIZING THE DISPOSAL OF SAID

EQUIPMENT VIA INTERNET AUCTION, GOV DEALS.COM

WHEREAS, the county Fleet Manager has determined the following list of retired rolling stock to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to dispose of the following list of County assets.

PLEASE SEE ATTACHED LIST (on file in the Minute Clerk's office)

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

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

Nov-22-2011-945

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 Neel-Schafer, Inc. to change the scope of work and add additional corridor studies associated with the widening of Caldwell Mill Road from Heatherwood Drive to Acton Road in the amount of \$14,729 (total contract amount \$667,227).

AMENDMENT NO. 1 TO AGREEMENT TO PROVIDE
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
THE DESIGN AND PRODUCTION OF COMPLETE ROAD AND BRIDGE PLANS FOR THE
WIDENING OF CALDWELL MILL ROAD FROM HEATHERWOOD DRIVE TO ACTON ROAD

This document shall AMEND the scope of the original AGREEMENT, dated June 24, 2003.

WITNESSETH

WHEREAS, the COUNTY desires to incorporate additional services of CONSULTANT to complete the project under provisions of ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 1 - CHANGES OF WORK.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend ARTICLE I - SCOPE OF WORK to include the following activities:

Update the Air Quality Impact Analysis for the Environmental Document as follows:

1. Review collected data for accuracy and validity.
2. Obtain input data for the MOBILE 6.2 model.
3. Determine roadway geometrics and reasonable receptor locations along each roadway.
4. Use the MOBILE 6.2 model to determine emission factors for the existing and design year scenarios.
5. Use CAL3QHC air dispersion model to obtain predicted 1-hour and (if required) 8-hour carbon monoxide (CO) concentrations in parts per million (ppm).
6. Evaluate concentrations and potential air quality impacts for the existing and design year conditions relative to EPS's National Ambient Air Quality Standards (NAAQS) for Co (i.e., 35 ppm for 1-hour and 9 ppm for 8-hour concentration levels.)
7. Prepare a technical air quality report that will include site maps, methodology, tables and conclusions.

All work will be performed in accordance with ALDOT protocol and EPA technical memorandum EPA-454/R-92-005 "Guideline for Modeling Carbon Monoxide from Roadway Intersections." Additional work, such as mitigation studies required as a result of the findings, will be considered beyond this scope.

Conduct a Noise Impact Analysis in general accordance with the procedures outlined in Title 23 Code of Federal Regulations (CFR) Part 772, U. S. Department of Transportation Federal Highway Administration (FHWA) Procedures for Abatement of Highway Traffic Noise and Construction noise, and the ALDOT Highway Traffic Noise Analysis and Abatement Policy. The study will evaluate the extent of the impact (in decibels) at each sensitive area including a comparison of predicted noise levels with both the FHWA and ALDOT noise abatement criteria and the existing noise levels.

The existing and predicted noise levels will be modeled using the FHWA Traffic Noise Model (TNM) version 2.5. Additional work, such as noise monitoring or mitigation studies required as a result of the findings, will be considered beyond this scope.

Update the Noise Impact Analysis as follows;

1. Review collected data.

2. Input existing conditions into the TNM 2.5 to generate predicted noise levels at selected receptor locations for the EXISTING scenario.
3. Input proposed conditions into the TNM 2.5 to generate predicted noise levels at selected receptor locations for the BUILD and NO BUILD scenarios.
4. Evaluate and compare the predicted noise levels with the existing noise levels at each receptor to determine noise impacts in relation to the FHWA Noise Abatement Criteria (NAC) for the applicable land use activity categories.
5. Prepare a technical noise report that will include site maps, methodology, tables and conclusions.

II. AMENDMENT TO ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

Amend ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT, as follows:

For the Air Quality Impact Analysis, the COUNTY shall provide the following:

1. A list of signalized intersections and their Level of Service.
2. Proposed and existing signal timing for the intersections.
3. Design hour traffic volumes for each intersection, or ADT with appropriate K, TDHV, MT, and HT values.
4. Turning movements at the intersections.
5. Posted speed limits of the existing roadway and cross streets at the signalized intersections.
6. Design speeds of the proposed roadway and cross streets at the signalized intersections.
7. Existing and proposed lane widths.
8. Electronic drawings in AutoCAD 2006 format showing the existing roadway, the proposed alignment, topography, and all buildings along the project area.

For the Noise Impact Analysis, the COUNTY shall provide the following:

1. Design hour traffic volumes for auto, medium trucks, and heavy trucks, or ADT with appropriate K, TDHV, MT, and HT values;
2. Turning movements at the intersections;
3. Existing speed data or posted speed limits of the existing roadway and cross streets;
4. Design speeds of the proposed roadway and cross streets;
5. Existing and proposed land widths;
6. Electronic drawings in AutoCAD 2006 format showing the existing roadway, the proposed horizontal and vertical alignment, topography, and all buildings and roadways within 500 feet of the proposed roadway.

III. AMENDMENT TO ARTICLE V - PAYMENT

Amend ARTICLE IV - Payment, as follows:

In consideration of the change in the Scope of Work of the project as described by this Amendment, the basis of compensation paid to the CONSULTANT as described in ARTICLE V - PAYMENT of the original Agreement shall be changed as described herein as follows:

Corridor Study	\$14,729.00
Total Amendment Amount	\$14,729.00
Grand Total Contractual Amount	\$667,277.00

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day of, 2011.

NEEL SCHAFFER, INC.

Chris Sellers, Office Manager

RECOMMEND:

E. Wayne Sullivan

Director/County Engineer

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 92' of buried cable at 4400 Lewisburg Road in Tarrant.
2. Warrior River Water Authority to install 4,072' of 12" water main on McAshan Drive from Jefferson Metro Parkway to Eastern Valley Road.

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

Nov-22-2011-946

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: November 3, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill
Case No. 44663 01 – in the matter of CONDEMNATION – Jefferson County v. Bobby St. John, et al.
Tract 48 – Project No. STPBH-7002(600) Morgan Road Improvements Agent: Mike Key
Price: \$17,424.88
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020
Fund #4022000000
Bus. Area #5100
GL Object #515710
Fund Center #5100000000
WBS #C.981.D
Functional Area: THR0
Check Delivery Code: 84

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

Nov-22-2011-947

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: November 4, 2011
Purpose: Pay Troy Ethridge – Relocation Claim for a potential down payment supplement
Check to represent (50% of Total Claim) for Tract 48.001T
Project No. STPBH-7002(600) Morgan Road Improvements
Site Address: 3290 Morgan Road, Bessemer, AL 35022 Agent - Mike Key
Price: \$10,527.51
Pay to the order of: Troy Ethridge
Mailing Address: 2040 Potter Road
Bessemer, AL 35020
Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000

WBS #C.981.D
Functional Area – THR0
Check Delivery Code #84

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

Nov-22-2011-948

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: November 4, 2011
Purpose: Pay Rosa Hammond – Relocation Claim for a potential down payment supplement – Check to represent (50% of Total Claim) for Tract 48.001T (and mailing address is Rosa's mother)
Project No. STPBH-7002(600) Morgan Road Improvements
Site Address: 3290 Morgan Road, Bessemer, AL 35022 Agent - Mike Key
Price: \$10,527.51
Pay to the order of: Rosa Hammond
Mailing Address: 1310 6th Avenue
Midfield, AL 34228

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

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

Nov-22-2011-949

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: November 7, 2011
Purpose: Payment to Sheila E. Long for 0.13 acres, more or less of Right of Way, 0.05 acres, more or less of roadway/utility easement, and 0.003 acres, more or less of drainage easement - Project No. STPBH-7229(602)
Tract No. 51 -Tarrant Huffman Road Project
Site Address: 6240 Victory Street Agent: Rick Turner
Price: \$44,760.00
Pay to the order of: Sheila E. Long
Mailing Address: 6240 Victory Street
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.
Check Delivery Code 84

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

Nov-22-2011-950

BE IT RESOLVED by the Jefferson County Commission that upon the recommendation of the Director of Roads and Transportation, the President of the Commission is hereby authorized to execute a Permanent Drainage Easement Deed from RGGGS Land & Minerals, Ltd, L.P.

EASEMENT

THIS EASEMENT is made effective as of this, the _____ day of _____, 2011, by and between:

RGGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership, with an office and place of business located at 6200 E. J. Oliver Blvd., Suite 126, Fairfield, Alabama 35064 (hereinafter "RGGGS or Grantor"),

and

the Jefferson County, Alabama with an office located at 716 Richard Arrington, Jr. Blvd., Birmingham, Alabama 35263 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantee has requested an Easement as identified hereinbelow from Grantor, which Easement shall run within Grantor's property for the specific purpose(s) identified and discussed herein; and

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound hereby, the parties hereto do agree as follows:

Section 1 -- Granting Clause / Purpose.

Grantor does hereby grant and convey unto Grantee, its successors, and assigns, to the extent of the ownership of Grantor, an Easement for the maintenance, installation and removal of culverts and drainage facilities necessary for highway purposes. Grantee shall use this Easement only for the purpose(s) described herein.

The location of said Easement is generally described as follows:

60' x 80' Permanent Drainage Easement, Nancy Ann Bend Road located in the SW ¼ of the NE ¼ in Section 15, T18S, R7W

The Easement is more particularly shown on the map attached hereto labeled Exhibit "A" (hereinafter "Premises");

TO HAVE AND TO HOLD the same unto and for the use of Grantee, its successors and assigns, forever, excepting and reserving and subject as aforesaid.

Section 2 -- Payments by Grantee.

(A) Upon execution of this Agreement, Grantee shall pay Grantor a lump sum of Ten and no/100 Dollars (\$10.00) for the granting of this Easement.

(B) Grantee is solely responsible for the cost of recording this instrument, which cost shall include, but not be limited to, recording fees, transfer tax(es), or any other cost associated with the recording of this instrument, if any.

Section 3 -- Indemnification.

(A) In the exercise of its rights hereunder, Grantee agrees to be responsible for any and all claims, costs, demands, damages, liabilities, judgments, for any personal injury, death, or property damage or any other damages of whatever kind or nature whatsoever arising out of or resulting from, or in any way associated with the activities described herein of Grantee, its employees, agents, successors, and assigns.

(B) If Grantee bears witness to or receives information from any third party of personal injury, property damage, or environmental release occurring at or adjoining the Premises, Grantee shall provide Grantor with immediate notice of any such event.

(C) The obligations set forth in this Section shall continue after the termination of this Easement as to any matters that occurred during or resulted from the term of this Easement.

Section 4 -- Title.

(A) The granting of this Easement is made subject to mining, coal bed methane, oil and gas rights and railroad right-of-ways heretofore conveyed or excepted and reserved in instruments of record; or apparent upon inspection. Grantor, for itself, its successors and assigns hereby reserves all minerals including sand, gravel, and any other natural substance having sufficient value to be mined, quarried or extracted for its own sake or for its own specific use, together with the right to enter on, explore for, dig, mine and recover the same.

(B) Grantor makes no warranty of title to the Premises as described herein, and Grantee hereby accepts this Easement subject to any adverse interest of third parties therein, whether known or unknown, recorded or unrecorded. Further, it is understood and agreed that

this Agreement is subject to any and all highway, railroad, and other public or private rights or Easements, existing in or across the Premises or any part thereof, and to the rights of any person or other party who may have any interest in the Premises, including any minerals therein.
Section 5 -- Termination (Release / Relinquishment).

(A) In the event Grantee, its successors or assigns cease to use the Easement granted herein, or any part(s) thereof, for the purposes identified and discussed herein for a period of one year, all rights, title, and interest of Grantee therein will pro tanto cease and terminate, and Grantee will, at the request of Grantor, its successors, and assigns, execute a release running to Grantor, its successors and assigns, evidencing the Grantee's relinquishment of its interest in said Easement.

(B) Without imposing a charge or fee of any kind, Grantee shall, upon notice from Grantor, its successors and/or assigns, relinquish this Easement in connection with any relocation of the Nancy Ann Bend Road, including without limitation relocation to facilitate mining or recovery of coal and other minerals.

(C) Notices pursuant to the provisions of this Agreement are pursuant to any Section hereunder shall be effective upon written notice from Grantor to Grantee via United States first class certified mail, postage prepaid, or via facsimile transmission as follows:

If to Grantor:

RGGS Land & Minerals, Ltd., L.P.
c/o William F. Lawrence
6200 E. J. Oliver Blvd., Suite 126
Fairfield, Alabama 35064
Facsimile: (205) 780-2827

If to Grantee:

Gregory M. Key, Chief Land Acquisition Agent
716 Richard Arrington, Jr., Blvd., N.
A200 Courthouse
Birmingham, Alabama 35263

All notices shall be effective when received by the party to whom addressed. Either party may by such a notice to the other party designate a different addressee to whom or address to which any such notice shall be sent.

Section 6 – Zoning/Condemnation

This Easement constitutes the entire agreement between the parties hereto and supersedes, voids, and nullifies any and all other written or oral understandings or agreements between the parties hereto concerning the subject matter hereof. No modification, alteration, or amendment to this Easement shall be valid unless made in writing and duly executed by the proper parties hereto.

IN WITNESS WHEREOF, Grantor, RGGS Land & Minerals, Ltd., L.P. has caused this instrument to be executed in its limited partnership name by Russell D. Gordy, President of Gordy Oil Company, a general partner of RGGS Land & Minerals, Ltd., L.P., who is duly-authorized to execute this instrument on behalf of said corporation as of the date identified herein.

GRANTOR: RGGS Land & Minerals, Ltd., L.P.

By: Gordy Oil Company, a Texas corporation

Its: General Partner

By: Russell D. Gordy, President

GRANTEE, Jefferson County, Alabama, hereby accepts this instrument in accordance with the terms and conditions contained herein.

GRANTEE: Jefferson County

By: W. D. Carrington

Title: President, Jefferson County Commission

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

Nov-22-2011-951

WHEREAS, the Alabama Department of Senior Services, through the Older Americans Grant, provides funding to the Jefferson County Office of Senior Citizens with funding allowed to be carried over for three years. The Jefferson County Office of Senior Citizens Services is requesting approval to increase the current grants funding for the following Title III Grant 1 * 184- Title III Administration Grant increase by the amount of \$140,089.27, to cover administration cost, i.e. salaries; increase Grant 1 * 190 Alabama Cares Administration by \$9,185.71; Grant 1 * 191 - Preventive Health by \$22,720.18 and Grant 1 * 192 Ombudsman by \$12,698.40; and

WHEREAS, these are federal dollars and there is a local non- federal match requirement for these grant, which would be in-kind match, i.e. space occupied by the contractor, utilities, phone, services etc.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept these carry over funds from the Alabama Department of Senior Services in the amount of \$184,693.56.

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

Nov-22-2011-952

WHEREAS, the Volunteer Coordinator for the State Health Insurance Program (SHIP) is funded through Grant 1 * 149 ACA MIPPA SHIP; and

WHEREAS, the grant period ended September 30, 2010; and

WHEREAS, the grant will continue to fund the Volunteer Coordinator through September 30, 2012; and

WHEREAS, these are federal dollars and there are no local funds required.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the grant period be extended to September 30, 2012.

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

Nov-22-2011-953

WHEREAS, the Office of Senior Citizens Services has received a SMP2 Capacity Building Program grant award from the Alabama Department of Senior Services (ADSS) to pay wages and fringes for the administrative staff for the State Health Insurance Program (SHIP) program in the amount of \$14,847.00; and

WHEREAS, there is no in-kind match required.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the grant in the amount of \$14,847.00 to support the State Health Insurance Program.

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

Nov-22-2011-954

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following to provide funding for operations of Senior Citizen Centers for Fiscal Year 2011 - 2012 in the amount of \$10,000 (federal funds) each.

City of Bessemer-Housing Authority	Hopewell Baptist Church
City of Brighton	JCCEO-Hoopersville
City of Center Point	JCCESO-Midfield
City of Gardendale	JCCEO-St. Joseph
City of Graysville	Positive Maturity-Shepherd Center East
City of Kimberly	St. John Dolomite
City of Tarrant	Titusville Development Corporation
City of Vestavia	Town of Sylvan Springs
First Presbyterian Church of Forestdale	Western Area Family Branch YMCA

Contract Amendment No. 1

This Amendment to Contract entered into this 1st day October, 2011, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and _____, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the _____ day of _____, 2010, which was approved by the Commission and recorded in Minute Book ____ Page _____, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

The dates for the center holidays are as follows:

November 11, 2011 Veteran's Day	November 24-25, 2011 Thanksgiving
December 26-30, 2011 Christmas	January 2, 2012 New Year's Day
January 16, 2012 Martin L King Day	April 6, 2012 Easter Observed
May 28, 2012 Memorial Day	July 4-5, 2012 Independence Day
September 3, 2012 Labor Day	

Centers must maintain a daily minimum attendance of 30 seniors in order to remain opened. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

AGENCY

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

Nov-22-2011-955

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 through the Office of Senior Citizen Services and Addus Health Care to provide homemaker and personnel care services for FY2011-2012 in the amount of \$41,934.

Contract Amendment No 1

This Amendment to Contract entered into this 1st day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Addus Health Care referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 23rd day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 31, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

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

Nov-22-2011-956

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 through the Office of Senior Citizen Services and Continuous Care Services to provide homemaker and personnel care services for FY2011-2012 in the amount of \$41,934.

Contract Amendment No. 1

This Amendment to Contract entered into this 1st day October, 2011, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Continuous Care Services, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 23rd day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 30, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY: Continuous Care Services

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

Nov-22-2011-957

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 through the Office of Senior Citizen Services and Legal Services of Alabama to provide legal services to senior for FY2011-2012 in the amount of \$105,446.

Contract Amendment No. 1

This Amendment to Contract entered into this 1st day October, 2011, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Legal Services of Alabama, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS. the County desires to amend the Contract; and

WHEREAS, the Agency Wishes to amend the Contract.

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

The Contract between the parties entered into on the 23rd day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 31, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

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

Nov-22-2011-958

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 through the Office of Senior Citizen Services and Woodbury Products, d/b/a DHP to provide supplies to Alabama Cares recipients for FY2011-2012 in the amount of \$58,100.

Contract Amendment No 1

This Amendment to Contract entered into this 1st day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Woodbury Products, d/b/a DHP referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 8th day of February 2011, which was approved by the Commission and recorded in Minute Book 161 page 242-245, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

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

Nov-22-2011-959

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 through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide education to Medicare/Medicaid individuals, outreach services, recruit, train and place retired volunteers to provide education for FY2011-2012 in the amount of \$25,957 (\$19,468-federal/\$6,489 in-kind services) for FY2011-2012.

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

Nov-22-2011-960

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Attorney Brian Spellen on behalf of his client, Rita Nix is hereby denied.

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

Nov-22-2011-961

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Julie Hall in the amount of Ore Hundred Ninety-Two and 00/100 Dollars (\$192.00) is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue a check made payable to Julie Hall in the amount of \$192.00 and forward it to the County Attorney for disbursement.

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

Nov-22-2011-962

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Phil Tyler in the amount of One Thousand Five Hundred Thirty-Nine and 92/100 Dollars (\$1,539.92) is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue a check made payable to Phil Tyler in the amount of \$1,539.92 and forward it to the County Attorney for disbursement.

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

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

Nov-22-2011-963

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Denise Corbin has requested to come off Sick Leave Retirement Conversion on November 18, 2011 and retire after twenty-five years of services with Jefferson County Department of Information Technology in order to transfer to the City of Birmingham Police Department with a beginning transfer date of November 19, 2011 upon Commission approval.

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

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

Nov-22-2011-964

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

Sinkhole repair on CR-140 near the interchange with I-65 (Exit 282) in Warrior which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this 22nd day of November, 2011

ATTESTED:
County Clerk

W. D. Carrington
Chairman, County Commission

AGREEMENT

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

WITNESSETH

WHEREAS, the State and County desire to cooperate in the sinkhole repair on CR-140 near the interchange with I-65 (Exit 282) in Warrior.

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

- A. The County will furnish all Right-of-Way for project without cost to the State.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State. Completed original plans shall be furnished to the Department of Transportation in accordance with the Guidelines for Operations for Procedures for Processing State and Industrial Access Funded County and City Projects dated February 14, 2001, and attached hereto as a part of this Agreement prior to the County letting the contract.
- D. If required, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-612) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The County will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed by the County.
- E. The County will furnish all construction engineering for the project from County forces as a part of the cost of the project.
- F. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

G. The Alabama Department of Transportation will have general supervision of the project by making periodic inspections and final acceptance of project work, and the cost therefore will be deemed a part of the project cost.

H. The County will immediately cause all work on the project to cease upon notification by the State that the project work is not being accomplished in accordance with the plans and/or this Agreement.

I. The State will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds, or overrun in construction costs will be borne by the County from County funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost.

J. The estimated cost of this project shall be provided for from funds outlined below:

State Public Road and Bridge Funds	\$ 6,000.00
County Funds	-0
Total Cost (Incl. E & I)	\$ 6,000.00

K. The County will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for Procedures for Processing State and Industrial Access Funded County and City Projects, dated February 14, 2001.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. The Alabama Department of Transportation Standard Specifications for Highways, Bridges, and Materials, Latest Edition, shall be complied with on this project and the alignment and grades on this project shall meet the standards of the Alabama Department of Transportation.

N. Invoices of the County for cost of work performed will be forwarded to the State as work progresses, but not more often than monthly, and the County will be paid for the work performed up to the amount of State funds shown in this Agreement. All invoices for work performed under the terms of this Agreement will be submitted within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

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

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

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

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

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

S. This Agreement will terminate January 19, 2015, for project if project is not authorized, or for any portion of project not actually authorized for construction.

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

ATTEST:
Clerk

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, Chairman
Jefferson County Commission
STATE OF ALABAMA, ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED

Third Division Engineer Brian C. Davis, P.E.
Chief Engineer/Deputy Director D. W. Vaughn, P.E.

APPROVED AS TO FORM:

Jim R Ippolito, Jr., Chief Counsel
Alabama Department of Transportation
Transportation Director John R Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY
GOVERNOR OF ALABAMA
ROBERT BENTLEY

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

Thereupon the Commission Meeting was recessed.

The Commission met in Administrative Services Committee Work Session on Wednesday, November 30, 2011, and approved the following items to be considered at the reconvened November 22, 2011, Regular Commission Meeting.

· Commissioner Carrington, Administrative Services Committee - Item 1 - 3.

Commissioner Bowman did not attend the Committee Work Session.

Commissioner Carrington requested that the County Manager, Tony Petelos, look into selling under-utilized County assets - such as the Jefferson Rehabilitation & Health Center property, the 2121 Building and the Center Point Satellite Courthouse.

The Commission reconvened the November 22, 2011, Regular Commission Meeting at 2:30 p.m., November 30, 2011, with the following members present:

District 2 Sandra Little Brown
District 3 James A. (Jimmie) Stephens
District 4 Joe Knight
District 5 David Carrington

A quorum being present the President proceeded to the next order of business.

Nov-30-2011-965

WHEREAS, the Jefferson County Commission allocates costs between funds each year; and

WHEREAS, the Jefferson County Commission has determined that the indirect cost allocation for the Sanitary Operations Fund for Fiscal Year 2011 is \$5,255,567.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the indirect cost allocation for the Sanitary Operations Fund for Fiscal Year 2011 is hereby set at \$5,255,567.

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

Nov-30-2011-966

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Letter Agreement with John S. Young, Jr., LLC, for payment to the County's General Fund in the amount of \$10,627,762.00 for costs for indirect services provided by central service departments of the County to the Environmental Services Department for fiscal years 2010 and 2011.

November 29, 2011

W. Patton Hahn, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Wachovia Tower, Suite 1600
420 North 20th Street, Suite 1600
Birmingham, Alabama 35203

Re: Resolution of Indirect Expense Reimbursement for Fiscal Years 2010 & 2011

Dear Patton:

This letter sets forth the agreement of Jefferson County (the "County") and John S. Young, Jr., LLC (the "Receiver"; together with the County, the "Parties") regarding reimbursement to the County from system revenues (the "Revenues") derived from the Jefferson County Sanitary Sewer System (the "System", as defined in the Receiver Order entered September 22, 2010 (the "Receiver Order")) for the fiscal years ending September 30, 2010 ("FY 2010") and 2011 ("FY 2011") for the costs of indirect services provided by central service departments of the County ("Indirect Overhead Expenses" (or "Historic Services" as defined in the Receiver Order)) that the County maintains are chargeable against Revenues (the "FY 2010 and 2011 Asserted Indirect Overhead Expenses") as follows:

1. The Receiver shall direct to be distributed to the County from the Revenues available to the Receiver (after payment of other Operating Expenses and less the amount of the operating cash reserve maintained by the Receiver) the sum of \$10,627,726.00 in full and complete settlement of the FY 2010 and 2011 Asserted Indirect Overhead Expenses. The Receiver shall make such direction promptly following the County Commission's acceptance of this agreement by passage of an appropriate resolution in a form acceptable to the Receiver, and shall make similar such directions as necessary following the end of each successive month hereafter until the FY 21110 and 2011 Asserted Indirect Overhead Expenses is paid in full from the Revenues.

2. The County shall accept the preceding payment or payments in full and complete satisfaction of all claims of the County in respect of FY 2010 and 2011 Asserted Indirect Overhead Expenses and the County's acceptance of this letter agreement constitutes a complete waiver and release of any and all further claims for compensation for Indirect Overhead Expenses or Historic Services against the Receiver or otherwise attributable to the System for FY 2010 and FY 2011.

3. This agreement is without prejudice to the Parties' respective rights concerning any other matter, including but not limited to the reasonable cost of Indirect Overhead Expenses for Fiscal Year 2012 and the pending relief from stay motions of the Receiver and the Indenture Trustee, and the County's opposition thereto. Without limiting the preceding, nothing in this agreement shall constitute a waiver by the Parties or any of them of any rights under Bankruptcy Code sections 362, 922, 927 and 928 or otherwise as the Parties affirm that this agreement is limited solely to resolving the issue of reimbursement to the County of indirect expenses attributable to the System for FY 2010 and FY 2011. Provided, however, that the County agrees it will not contend that the Receiver's participation in or acquiescence to the transfer to the County of the \$10,627,726.00 violates the automatic stay embodied in Bankruptcy Code sections 362 and 922.

The agreement embodied herein shall become effective upon both Parties signing this letter agreement.

Sincerely,
Jeffrey M. Sewell
County Attorney

Accepted and agreed to:
John S. Young, Jr., LLC

Its: Attorney-in-fact
Dated: November , 2011

Accepted agreed to:
Jefferson County, Alabama
W. D. Carrington
Its: President
Dated: November 30, 2011

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

Nov-30-2011-967

WHEREAS, for many years, Jefferson County, Alabama (the "County") has operated satellite courthouses for the convenience of the citizens of the County; and

WHEREAS, the funding source for the satellite courthouses was the County occupational tax; and

WHEREAS, the Alabama Legislature has repealed the statute which authorized the occupational tax; and

WHEREAS, the Alabama Legislature has failed to lawfully enact a statute to replace the lost revenue; and

WHEREAS, the loss of that revenue has resulted in the cessation of numerous services provided to the citizens of the County, including the closure of all satellite courthouses in the County; and

WHEREAS, on November 9, 2011, the County filed a petition for relief under Chapter 9, Title 11, United States Code (the "Bankruptcy Code"); and

WHEREAS, Section 365(a) of the Bankruptcy Code permits the County to reject unexpired leases; and

WHEREAS, the County is party to three unexpired leases of real property used for satellite courthouses which leases are described on Exhibit A hereto; and

WHEREAS, the leases are burdensome and are due to be rejected under Section 365 of the Bankruptcy Code; and

WHEREAS, the County concludes, in the exercise of its governmental judgment, that the leases should be rejected.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the satellite courthouses shall be permanently closed.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County's Attorneys are hereby authorized and directed to file and prosecute in the United States Bankruptcy Court a motion to approve the rejection of the leases for the satellite courthouses described on Exhibit A hereto.

EXHIBIT A

Leases

Name and Mailing Address of Counterparty to Lease

Description of Lease

B.A.S.L.L.P.
c/o All South Properties, Inc.
Suite 100
200 Citation Court
Birmingham, Alabama 35209

Lease Agreement dated June 20, 1999, by and between B.A.S.L.L.P., as landlord, and Jefferson County, Alabama (License Division), as tenant.

BBA Developments, LLC
P. O. Box 1537
Gardendale, Alabama 35071

Lease Agreement dated August 31, 2005, by and between BBA Developments, LLC, as landlord, and Jefferson County Commission, as tenant.

Beers Properties, LLC
c/o Greg Beers
Suite 400
2100 Data Park Drive
Birmingham, Alabama 35244

Amended and Restated Lease Agreement for the Entire Building, undated, but with an effective date of September 1, 2006, by and between Beers Properties, LLC, as landlord, and Jefferson County, Alabama (General Services Division), as tenant.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m. on Tuesday, December 13, 2011.

President

ATTEST

Minute Clerk