

STATE OF ALABAMA)

JEFFERSON COUNTY) May 10, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:02 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Minutes of April 26, 2011, be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

The Commission met in Work Session on May 5, 2011, and approved the following items to be placed on the May 10, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items I through V.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items A through G.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 3.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items A through L.
- Commissioner Stephens, Finance & Information Technology Committee Items A through G

Commissioners Bowman, Carrington, Knight and Stephens each commended the Jefferson County EMA, Roads & Transportation employees, Sheriff's Office employees, Commissioners and their staff and other first responders for their efforts in response to the April 27, 2011 tornado event in Jefferson County.

Commissioner Knight stated that due to financial restraints, the Domestic Violence Court would no longer be conducted after cases already in the system were heard.

May-10-2011-314

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meetings of the Jefferson County Commission held on April 28, 2011 at 11:05 a.m. and May 4, 2011 at 4:54 p.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Bowman and seconded by Commissioner Stephens, voting "Aye" Bowman, Stephens, Brown, Carrington and Knight.

Apr-28-2011-312-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Road Crews are authorized to pick up and dispose of debris resulting from the storm which occurred on April 27, 2011 in several areas of Jefferson County.

The subject pick up will be of debris placed on County rights-of-way for a period not to in excess of four (4) weeks beginning May 2nd through May 30th. The pick up will be from storm damage debris only and will not include garbage or other household waste.

Property owners should place debris on rights-of-way separated into the following categories:

BURNABLE

trees, limbs timber
and wood products

NON-BURNABLE

rubber products, plastics, glass,
metal, sheetrock, cloth, masonry,
appliances

HAZARDOUS TOXIC

petroleum products, paint, asbestos,
electrical projects

THIS DOES NOT INCLUDE HOUSEHOLD GARBAGE.

Call Ketona Maintenance District at 849-2321 and the Bessemer Maintenance District at 481-4228 to schedule this pick up or call

the County Engineer's office at 325-5795.

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

May-4-2011-313-SP-MTG

WHEREAS, on April 27, 2011, the citizens of Jefferson County, Alabama, suffered extensive property damage, personal injury and loss of life in an outbreak of unprecedented severe weather; and

WHEREAS, the destruction and debris have created conditions on and about public highways, roads and streets, so as to jeopardize the safety, health and convenience of the traveling public and others; and

WHEREAS, this condition has produced an emergency need for the County to contract for debris removal from the public rights-of-way for such highways, roads and streets; and

WHEREAS, the Jefferson County Commission has determined pursuant to Alabama law that such emergency condition requires the awarding of a contract without the standard public advertisement provided, however, that the Jefferson County Commission has issued a Request For Proposals to 21 contractors, published the request on the County website and has received twelve proposals to perform said work.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby determines that Ceres Environmental has submitted the lowest qualified proposal and the President is hereby authorized and directed to execute the contract with Ceres Environmental upon approval of said contract by the County Attorney.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Memorandum of Understanding between the Jefferson County Commission and any municipality or township within Jefferson County, Alabama, regarding storm debris removal and disposal in such municipality or township, upon approval of the Memorandum of Understanding by the County Attorney.

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

May-10-2011-315

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and McKenna & Associates to provide assistance to Cooper Green Mercy Hospital with tracer reviews, perform mock survey, conduct periodic performance reviews, focused reviews and a two-day educational session to assist in preparation for Joint Commission accreditation in the amount of \$36,200.

CONSULTING AGREEMENT

This Agreement is made effective as of January 24, 2011, by and between Cooper Green Mercy Hospital of 1515 6th Ave South, Birmingham, AL 35233, and McKenna Consulting, of PO Box 3187, Charleston, West Virginia 25332.

In this Agreement, the party who is contracting to receive services shall be referred to as "Cooper Green Mercy Hospital", and the party who will be providing the services shall be referred to as "McKenna Consulting".

McKenna Consulting has a background in Joint Commission Compliance and all areas of hospital consulting and is willing to provide services to Cooper Green Mercy Hospital based on this background.

Cooper Green Mercy Hospital desires to have services provided by McKenna Consulting.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. McKenna Consulting will provide the following services (collectively, the "Services"): See description of possible services below.

Joint Commission Standards and Priority Focus Process (Two Day Education)- This program outlines the new standards, reviews their new format, and describes the survey activities (including tracer methodology) for the current year. The overview provides participants a clear understanding of the changes to the survey process. Each standard is also covered to provide practical information to managers on compliance in their areas.

Assistance with Tracer Review-A consultant will come for a two day visit to work with your Tracer Team to educate them about the tracer process, develop your approach to tracers, and to practice a tracer with them.

Full Blown Mock Survey-A team of surveyors conduct a comprehensive review of your facility. The team identifies elements of

performance and standards that are non-compliant. The team develops a corrective action plan with ongoing measures of success. The review is conducted and the report is generated in a way that allows you to use the results as a part of your own periodic performance review (self-assessment). The complete report is delivered to you the last day of the survey. This allows interaction between your leaders and the survey team to clarify any findings.

Complete Periodic Performance Review (Self-Assessment)-A team of surveyors will come on site and conduct your Periodic Performance Review. They will work with various members of your staff to complete all the answers to the self-assessment questions. They will also generate a corrective action plan and measures of success. Once finished the team educate hospital leaders about the corrective action plan.

Focused Review by McKenna Consulting Life safety Code Specialist-A two day focus review by a Life Safety Code Specialist provides a comprehensive view of the Life Safety Code Requirements. The visit includes a comprehensive building tour, a review of the current Statement of Condition compared to the building tour and a review and a critique of key Life Safety Code documents required by the Joint Commission. The visit includes a report and a corrective action plan.

Partners in Readiness Program- We review the latest regulations, guidelines, and interpretations, then provide the information to you in concise terms through a variety of vehicles. This allows you to get the information you need to stay ready in a timely fashion without tying up hours of staff effort in time-consuming research.

2. TERMS OF AGREEMENT: This Agreement shall have an initial term of one (1) year term commencing on the date that it is signed by the Jefferson County Commission President. This Agreement may be renewed for successive one (1) year terms for a total of two (2) additional years with approval by the Contractor and the Jefferson County Commission

3. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by McKenna Consulting shall be determined by McKenna Consulting. Cooper Green Mercy Hospital will rely on McKenna Consulting to work as many hours as may be reasonably necessary to fulfill McKenna Consulting' obligations under this Agreement.

4 PAYMENT. Cooper Green Mercy Hospital will pay a fee to McKenna Consulting for the Services and McKenna Consulting will invoice for services rendered in an itemized fashion per the following schedule:

1. Year One-Periodic Performance Review W/ No LSC Specialist \$20,100.00 (all expenses included)
Year Two- Full Blown Mock Review W/ No LSC Specialist \$20,100.00 (all expenses included)
Year Three- Periodic Performance Review W/ No LSC Specialist \$20,100.00 (all expenses included)
2. Year One-2- day Life Safety Code Visit \$6,800.00 (all expenses included)
Year Two-2- day Life Safety Code Visit \$6,800.00 (all expenses included)
Year Three-2- day Life Safety Code Visit \$6,800.00 (all expenses included)
3. Year One-2- day Educational program or tracer review \$6,800.00 (all expenses included)
Year Two-2- day Educational program or tracer review \$6,800.00 (all expenses included)
Year Three-2- day Educational program or tracer review \$6,800.00 (all expenses included)

McKenna will provide up to 100 educational handouts. More handouts can be provided for an additional charge of \$3.50 each.

4. Year One-Partners in Readiness \$2,500.00
Year Two-Partners in Readiness \$2,500.00
Year Three-Partners in Readiness \$2,500.00

Cooper Green will process all requests for payment within 30 days of receipt.

5. EXPENSE REIMBURSEMENT. McKenna Consulting shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from Cooper Green Mercy Hospital.

6. SUPPORT SERVICES. Cooper Green Mercy Hospital will provide the following support services for the benefit of McKenna Consulting: office space, access to fax machines, and outside phone line.

7. 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 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.

8. 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 willful misconduct of the indemnifying Party, its employees, partners, officers or agents.

9. EMPLOYEES. McKenna Consulting' staff, if any, who perform services for Cooper Green Mercy Hospital under this Agreement shall also be bound by the provisions of this Agreement.

10. CONFIDENTIALITY. Cooper Green Mercy Hospital recognizes that McKenna Consulting has and will have the following information:

- Future Plans
- Business Affairs
- Financial
- Medical Staff
- Employee
- Medical Record

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Cooper Green Mercy Hospital and need to be protected from improper disclosure. In consideration for the disclosure of the Information, McKenna Consulting agrees that McKenna Consulting will not at any time or in any manner, either directly or indirectly, use any Information for McKenna Consulting' own benefit, or divulge, disclose, or communicate in any manner any Information to any third party. McKenna Consulting will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

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

12. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Cooper Green Mercy Hospital: Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director
1515 6th Ave South
Birmingham, AL 35233
Jefferson County
David Carrington
Commission President
Birmingham, AL 35233

IF for McKenna Consulting:
McKenna Consulting
Judith M. Atkins
President/CEO
PO Box 3187
Charleston, West Virginia 25332

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties. Cancellations or change of dates of services must be made in writing 30 days prior to dates of services. If made less than 30 days prior to dates of services, a nominal fee of \$500.00 or any nonrecoverable out of pocket expenses, whichever is greater, will be invoiced to Cooper Green Mercy Hospital.

If the Joint Commission, CMS, or State surveyors arrive during McKenna Consulting visit, Cooper Green Mercy Hospital can choose from the following options:

- Consultant stays and assists the facility during survey.
- Consultant leaves and pro rates the visit based on consulting days and non - recoverable out of pocket expenses.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. GOVERNING LAW/DISPUTE RESOLUTION. 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.

Party receiving services:

Jefferson County (Cooper Green Mercy Hospital)

Sandra Hullet M

CEO/Medical Director

Cooper Green Mercy Hospital

W. D. Carrington

Jefferson County Commission President

Party providing services:

McKenna Consulting

Judith M. Atkins

President/ CEO

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

Amendment to the agreement with Shirin Banu, M.D. was pulled from the agenda.

May-10-2011-316

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement and addendum between Jefferson County, Alabama and Stryker Premium to provide annual repair and maintenance of twelve (12) premium bed in MICU at Cooper Green Mercy Hospital for the period March 1, 2011 - February 29, 2012 in the amount of \$8,820.

Stryker Premiums"" Service Agreement -1 Year

QUOTE NUMBER: Jack Cox-Cooper Green

Date March 7, 2011

Account # 1091942

Account Name Cooper Green Hospital

Address 1515 6th Avenue S

City, State, ZIP Birmingham, AL 35233

Contact Title/Dept.

Phone #

Fax #

E-mail

This Stryker Service Program Includes:

- * All Parts Excluding Mattresses
- * All Labor and Travel
- * Factory Authorized Service Technician
- * Stryker Factory Parts
- * 2 Hour Call Response
- * 1 Preventative Maintenance Check
- * Joint Commission Paperwork

Rep Name: Jack Cox

Thank you for your interest in the Stryker Premium Service Agreement. World-class customer service and technical support programs help keep every product in top condition throughout its life span. Stryker offers a variety of service options that will maximize your product's life and availability. Please review the proposal and pricing information below.

A SERVICE CONTRACT HELPS TO:

- Ensure equipment reliability

- Stabilize maintenance budgets
- Diminish equipment downtime
- Establish Joint Commission documentation
- Increase product life
- Enhance trade-in value
- Address risk management and safety

Qty	Model #	Program	Year 1 Ext \$
12	2040	Premium	\$ 8,820.00
Annual Investment for Program:			\$ 8,820.00
TOTAL INVESTMENT: Year 1			\$ 8,820.00

Stryker Service agrees to service the equipment listed on this Agreement.

This Agreement shall be effective 3/1/2011 through 2/29/2012

 Contract Administrator

W. D. Carrington
 Customer signature

STRYKER MEDICAL SERVICE TERMS AND CONDITIONS

The following terms and conditions shall apply throughout the term of this Service Contract (the "Agreement"), as more particularly set forth on the foregoing page 2 of this Agreement.

1. **STRYKER PREMIUM - EXTENDED WARRANTY AGREEMENT** Price includes labor, travel and all parts associated with one (1) annual preventative maintenance inspection, unscheduled service calls, and JCAHO equipment checklists. Replacement parts do not include mattresses, batteries, probes and other disposable or expendable parts. Replacement parts damaged by misuse or abuse are not covered under this Agreement.

2. **INITIAL REPAIRS** This Agreement shall be applicable only to such equipment as listed on page 2 of this Agreement (the "Equipment"), which has been determined by Stryker Medical's Service Representative to be in good operating condition upon his/her initial inspection thereof. If initial repairs are required to put "out of warranty" equipment in good operating condition, the cost of such initial repairs will be separately invoiced at Stryker Medical's then current hourly labor rate plus parts at Stryker Medical's then current list price.

3. **ADVANCE NOTIFICATION** Maintenance Service calls will be scheduled annually once a year at a mutually agreed upon time between CUSTOMER and Stryker Medical. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any Maintenance Service calls which are not done as part of the once a year maintenance program will be at the expense of the CUSTOMER. Such arrangements will include travel and other special charges at Stryker Medical's then current rates. Any Maintenance Service call scheduled outside of Stryker Medical's normal working hours will carry an additional charge.

4. **SERVICE CALL ACTIVITY** On each scheduled service call, Stryker Medical's Service Representative will inspect and adjust each available item of Equipment as required in accordance with Stryker Medical's then current maintenance procedures for said Equipment. The maintenance services will be performed annually each year. Stryker may amend this Agreement if there are any discrepancies on the number of inspections, price, equipment, or location.

5. **SERVICE INVOICING** All prices are exclusive of taxes. All taxes, when applicable, will appear as separate items on Stryker Medical's invoice. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.

Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker Medical reserves the right, with no liability to Stryker Medical, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Medical or any of its affiliates.

6. **PRICE CHANGES** The Service prices specified herein are those in effect as of the date of acceptance of this Agreement. And will continue in effect throughout the duration of Agreement. Please be advised of the following Stryker Service pricing charged on a time and materials basis: BEDISTRETCHER PRODUCTS=Labor @ \$130 per hour, Travel @ \$115 per hour (portal to portal) - Parts per quote + shipping.

7. **OPERATION MAINTENANCE** Stryker Medical service is ancillary to and not a complete substitute for the requirements of users to adhere to the routine maintenance instructions provided by Stryker Medical, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

8. **SERVICE EXCLUSIONS** Notwithstanding any other provision of the Agreement, this Service does not include repairs to mattresses, broken I.V. poles, or any other service made necessary by abuse, misuse, negligence, accident, catastrophe, act of God or any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker Medical personnel.

9. **WARRANTY LIMITATIONS** During the term of this Agreement, Stryker Medical will maintain the Equipment in good working condition during Stryker Medical's normal working hours. There are no express or implied warranties by Stryker Medical other than the

warranties hereinabove described with respect to the Equipment. Stryker Medical makes no warranty of merchantability or fitness for a particular purpose with respect to the Equipment or parts thereof. Stryker Medical's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker Medical be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker Medical's liability to third parties resulting from the sole negligence of Stryker Medical as determined by a court of law.

10. EQUIPMENT SCHEDULE CHANGES During the term of the Agreement and upon Stryker Medical's written consent, which will not be unreasonably withheld, additional equipment may be included in this Agreement. All additions are subject to the terms and conditions contained herein. Stryker Medical shall adjust the charges and modify the Agreement to reflect the additions.

11. ACCEPTANCE-LENGTH OF AGREEMENT To receive the desired service, on the terms described herein, please indicate CUSTOMER's acceptance by signing this Agreement where indicated on page 2 hereof and returning to Stryker Medical all copies of the Agreement within thirty (30) days of the DATE OFFERED date indicated on page 2 of this Agreement. This Agreement can be canceled by either party by giving at least thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement set forth on page 2 hereof, CUSTOMER will be charged for the months covered during contract period and for all parts, labor, and travel need to maintain the Equipment during the Agreement period with no early cancellation penalties.

12. PERFORMANCE EXCLUSIONS Service and articles delivered by Stryker Medical hereunder shall be subject to and conditional upon floods, strikes, other labor disturbances (regardless of the reasonableness of the demands of labor), riots, fires, accidents, wars (present and future), embargoes, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government or any other cause (whether similar or dissimilar to the foregoing) beyond Stryker Medical's reasonable control.

13. SEVERABILITY OF PROVISIONS The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement.

14. GOVERNING LAW This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.
Stryker Contract Addendum

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.

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 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 willful misconduct of the indemnifying Party, its employees, partners, officers or agents.

Stryker	Cooper Green Mercy Hospital	Jefferson County Commission
_____, Sales Manager	Sandra Hullett, MD CEO	W. D. Carrington, President
	Medical Director	

WD. Carrington President

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

May-10-2011-317

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following contract extension between Jefferson County, Alabama and Judy Prince to provide psychiatric social work services as needed for the period November 1, 2010 - September 30, 2011 in the amount of \$46,800.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and JUDY PRINCE hereinafter referred to as the "Contractor," is hereby effective on November 1, 2010 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to extend this Contract; and

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 30th day of December, 2009, which was approved by the Jefferson County Commission on January 26, 2010 and recorded in Minute Book 159, Page(s) 239-241, is hereby extended as follows:

Item 3. Extend the completion dated of this contract from November 1, 2010 to September 30, 2011.

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

Jefferson County Commission

Cooper Green Mercy Hospital

David Carrington, President

Sandral Hullett, MD

Jefferson County Commission

CEO/Medical Director

CONTRACTOR

Judy Prince

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

May-10-2011-318

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 Gruber Power Services to extend annual maintenance for UPS equipment through March 31, 2012 in the amount of \$11,238.55.

Contract Amendment No. 1

This Amendment to Contract entered into the 20th day of January, 2009, between Jefferson County, Alabama, hereinafter referred to as "the County, and Gruber Power Services, hereinafter referred to as the "Contractor" to provide UPS Annual Maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for BID # 93-10. The Contract between the parties referenced above, which was approved by the Commission on January 20, 2009 and recorded in Minute Book 159, Page 468, is hereby amended as follows:

- Amendment No. 1: Contract Extension Request
Term Period 4-1-2011 to 3-31-2012
Amount \$11,238.55.

Contract History

- Original Contract Approved 4-06-2010
- Term Period 4-1-2010 to 3-31-2011
- Amount \$15,597.83
- Recorded in Minute Book 159, Page 468.

The terms and conditions of Gruber Power Services, dated February 14, 2011 is incorporated herein by reference and attached hereto (on file in the Minute Clerk's office).

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

JEFFERSON COUNTY COMMISSION

David Carrington, President

CONTRACTOR

Gruber Power Systems

Rita Marie Lomoglio

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

May-10-2011-319

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 Brookside Water Line Project (CD09-03J-M03-BSW)

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

May-10-2011-320

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 West Highland Park Improvements (CD08-03F-U02-WHP).

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

May-10-2011-321

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 Brookside Water Line Project (CD09-03J-M03-BSW) from the Community Development Block Grant Program.

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

May-10-2011-322

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 from West Highland Park Improvements (CD08-03F-U02-WHP) the Community Development Block Grant Program.

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

May-10-2011-323

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Nimrod Long and Associates for Martintown Park Improvements Project (CD09-03F-U02-MTP). The modified amount shall be \$275.00 for a title search. The original agreement amount was \$14,500.00. The new allocation for this project shall be \$14,775.00. 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 Nimrod Long & Associates Architect, 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, is hereby amended as follows:

The purpose of this modification is to add the cost of a title search for the Martintown Park Improvements Project (CD09-03F-U03-

MTP). The total cost of the title search is \$275.00. The total compensation to Nimrod Long & Associates Architect shall be \$14,775.00. 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 Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

May-10-2011-324

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Rosedale Sidewalk Improvements Project (CD08-03L-M05-RSI), such bids having been opened on March 22, 2011, and listed as follows:

Contractor	Base Bid	Alternate 1	Alternate 2	Notation	Total Bid
R. E. Grills Construction	50,900.00	6,850.00	6,425.00	0	64,175.00
Powe Construction Company	48,611.25	8,225.00	8,556.00	0	65,392.25
Shaheed's Construction Co. Inc.	58,000.00	7,500.00	9,000.00	0	74,500.00
M B Contractors	76,250.00	7,890.00	9,850.00	0	93,990.00
Bryant & Company Incorporated	70,434.28	12,853.72	15,654.37	0	98,942.37
C. P. Construction, LLC	112,000.00	4,100.00	3,900.00	0	120,000.00
Southeastern Seal Coating Inc.	85,805.00	18,450.00	21,500.00	0	125,755.00
Battle Miller Construction	95,517.00	16,900.00	19,300.00	0	131,717.00
MJC General Construction	159,500.00	14,500.00	16,000.00	0	190,000.00

WHEREAS, after tabulation by the Engineer, Khafra and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract for this work be awarded to the lowest & best bidder, R. E. Grills Construction for the bid amount plus alternate 1 & 2 for a total of \$64,175.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President hereby is authorized, empowered and directed to award the construction of the Rosedale Sidewalk Improvements Project to R. E. Grills Construction for the Rosedale Sidewalks Improvements Project (CD08-03L-M05-RSI) on behalf of Jefferson County, Alabama and R. E. Grills Construction for the Rosedale Sidewalk

Improvements Project (CD08-03L-M05-RSI) for the bid amount plus alternate 1 & 2 of Sixty Four Thousand, One Hundred Seventy Five and 00/100 Dollars (\$64,175.00). This project will be funded in full with federal Community Development Block Grant Funds. This project is from the Program Year 2008.

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

May-10-2011-325

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 3, 7 and 9, 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.

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

May-10-2011-326

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Pinson; 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: 5793 DeSoto Drive, Pinson, AL 35126
Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated October 28, 2010, in the original amount of \$131,500.00 and recorded in Book LR 201009 Page 15251, 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.

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

May-10-2011-327

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute the Workforce Investment Act Youth Agreement with D.R.E.A.M. The agreement provides for employment of 100 youth in a summer youth program. The participants will also receive job readiness training, orientation to the program, and preparation for work experience. The agreement is in the amount of \$200,000.00 and is for the period May 2, 2011 through August 12, 2011.

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

May-10-2011-328

WHEREAS, Construction Education Foundation of Alabama desires to provide pre-apprenticeship construction trade training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

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

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

May-10-2011-329

WHEREAS, Construction Education Foundation of Alabama desires to provide pre-apprenticeship construction trade training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

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

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

Knight, Brown, Bowman, Carrington and Stephens.

May-10-2011-330

WHEREAS, Diverse Community Network, Inc. desires to provide occupational training in the areas of health, computer technology, and office management; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

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

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

May-10-2011-331

WHEREAS, Diverse Community Network, Inc. desires to provide occupational training in the areas of health, computer technology, and office management; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

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

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

May-10-2011-332

WHEREAS, Nursing Assistant Solutions desires to provide competency based program for nursing assistants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

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

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

May-10-2011-333

WHEREAS, Nursing Assistant Solutions desires to provide competency based program for nursing assistants; and

WHEREAS, the agreement is for the period July 1, 2011 through June 30, 2012.

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

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

May-10-2011-334

A RESOLUTION PLACING ONE RETIRED COUNTY UNIT BACK INTO SERVICE

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, A033001, is placed back into service for use by Fleet Management.

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

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

Communication was read from Roads & Transportation recommended the following:

1. AT&T to install 2,017' of cable with anchors at 15th Street Road between Faircrest Drive and Crest Oval Mountain Road in the West Highlands / Hueytown area.
2. AT&T to install 3,611' of aerial cable, poles and anchors beginning at 9101 Camp Oliver Road and ending at 9511 Lock 17 Road in the Oak Grove area.
3. AT&T to install 153' of aerial cable with anchors at 1704 Riderwood Trail in the Forestdale area.
4. AT&T to install 274' of buried cable along Ensley-Pleasant Grove Road at Brooke Lyn Drive in the Pleasant Grove area.

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

May-10-2011-335

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Pinson for the County Roads & Transportation Department to provide roadway maintenance services in the amount of \$55,411.70 - revenue.

CONTRACT FOR ROADWAY SERVICES

This Agreement is entered into this 7th day of April, 2011, by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the City of Pinson, Alabama, a municipal corporation, (hereinafter called "the city").

WHEREAS, certain roads located within the municipal limits of the City have been determined by the City to be in need of immediate repair, maintenance and/or improvement as more particularly described in the Schedule of Work attached hereto (the "Schedule of Work"); and

WHEREAS, the City desires to contract with the County to purchase certain roadway maintenance services from the County; and

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

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND BELOW, the City and County do mutually agree as follows:

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

Section 2. Cost. The County will provide roadway maintenance service in accordance with the labor, material and equipment price terms which are attached hereto as Exhibit B. The estimated cost for the proposed Scope of Work is \$ 55,411.70.

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

Section 3. Payment. At least five (5) days prior to the commencement of any services by the County, the City shall pay to the County \$ 38,585.56, which represents \$50,106.70, the estimated cost for materials outlined in the Scope of Work, less \$11,521.14, the amount on hand in surety with Jefferson County to be applied to the work. The City will reimburse the County for equipment and labor costs within thirty (30) days of invoicing of the same, that remainder of scope of work estimated at \$5,302.

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

any course of dealing or performance to the contrary.

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

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

This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse the City the difference between advance payments received by the County for materials not used prior to the effective date of the termination. Additionally, the City agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work.

Anything in this Agreement to the contrary notwithstanding, either party may immediately suspend any and all work to be performed hereunder in the event that such party is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

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

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

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

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

If to the City: City of Pinson, Alabama
 Attention: Mayor Hoyt Sanders
 PO BOX 1599
 Pinson, AL 35126
 pinsonmayor@bellsouth.net (Electronic Mail)

If to the County: Jefferson County, Alabama
 Attention: Wayne Sullivan
 716 Arrington Blvd
 Birmingham, AL 35203
 wsullivan@jccal.org (Electronic Mail)

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

Section 10. Governing Law. 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.

Section 11. Force Maieure. Neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 12. Successors and Assigns. This Agreement will apply to, be binding in

all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 13. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 14. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 15. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 16. Authority. Each individual signing on behalf of a party hereto represents and warrants that he is authorized by such party to execute this Agreement on behalf of such party.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, Commission President

CITY OF PINSON, ALABAMA

Hoyt Sanders, Mayor

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

May-10-2011-336

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of General services, the President of the Jefferson County Commission is hereby authorized to execute a License from Jefferson County to Licensee, Donald Mulvehill for an unused portion of Morris Cemetery property to be used for agricultural purposes. The term of this license is three years, beginning on April 1, 2011 and ending March 31, 2014 and has a cancellation clause with thirty days written notice. A check in the amount of Two Hundred and No/100 Dollars (\$200.00) has been received from Donald Mulvehill representing the annual, paid in advance, rental payment.

LICENSE

This license is entered into on the _____ day of _____, 2011 between Jefferson County, Alabama, COUNTY, LICENSOR, and Donald Mulvehill, LICENSEE.

GRANT OF REVOCABLE LICENSE

The COUNTY, in consideration of the agreements set forth in this license is to be kept and performed by the LICENSEE, grants a revocable license to the LICENSEE to occupy and use for agricultural purposes only, including the right to fence, the following real estate located in the County of Jefferson and the State of Alabama, more particularly described as follows:

The NW 1/4 of the SW 1/4 of Section 7, Township 15 South, Range 2 West, lying westerly of Rocky Spring Branch.

DURATION

While the LICENSE granted herein is revocable by the COUNTY at any time, with or without cause, to the exclusive discretion of the COUNTY by the COUNTY's giving to the LICENSEE 30 days' notice in writing, the duration of this license shall be for 3 years from the 1st day of April, 2011, to the 31st day of March 2014, and at which time LICENSEE may request a renewal for an additional years.

ASSUMPTION OF LIABILITY

The LICENSEE hereby agrees to indemnify, and defend, and hold harmless Jefferson County, the Jefferson County Commission, and its officials and employees from and against all claims, suits, judgements and expenses, including attorney fees, for all injuries and damages, including death, whatsoever, in any way arising out this license and the use of the licensed premises by LICENSEE and LICENSEE'S employees and agents and any other individual or entity whatsoever.

NO PROPERTY RIGHTS CONVEYED

The terms conditions of this license shall be binding on LICENSEE and shall not run with the land. The permission to occupy and use the property subject to this LICENSE is personal to the named LICENSEE and shall expire in the event of his death.

Section 1. Amount of Cash

Licensing Fee and Time of Payment

The LICENSEE agrees to pay to COUNTY, as annual cash licensing fee on the above described property, the sum of Two Hundred and No/100 Dollars (\$200.00) which must be paid in advance prior to April 1st of each year of the license period.

Section 2. LICENSEE'S Duties

- A. Not to assign this license to any person or persons or sublet any part of the premises without the written consent of the COUNTY.
- B. To take proper care of all trees and vines to prevent injury to persons and property.
- C. Not to cut live trees except by permission of the COUNTY, but to use only dead or down timber not suitable for saw logs or posts.
- D. The LICENSEE will at all times protect the premises from fires and, if burning of any refuse is done upon the property, it shall be done in such a way as to protect the premises of the COUNTY from all damages.
- E. Not to break up established watercourses or ditches, or undertake any other operation that will injure said land.
- F. To prevent all unnecessary waste, or loss, or damage to the property of the COUNTY.
- G. Disking of pastures or meadowland will be allowed, but must be harrowed smooth.
- H. Pastures and hayfield will be bushogged every eight-(8) weeks during growing season.

Section 3. Default, Compensation for

Damage, Arbitration, Right of Entry

- A. The COUNTY, by the licensing of this property, does not guarantee the condition of any fencing and is not responsible to the LICENSEE for any cattle or livestock in said fence.
- B. COUNTY's right of entry at any time. The COUNTY reserves the right of itself, its employee, assigns, or prospective buyers, to enter upon said premises at any time for the purpose of viewing the same or making repairs or improvements thereon, or of plowing after severance of crops, or of seeding or applying fertilizers; the same not to interfere with the occupancy of the LICENSEE.
- C. This License Agreement is subject to cancellation at any time, with or without cause, to the exclusive discretion of the COUNTY by the COUNTY's giving to the LICENSEE 30 days' notice in writing. In the event of such cancellation, the COUNTY shall not be liable for any compensation, payment, or damages, including, but not limited to, any growing crops, which may be lost in the event of cancellation.

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement this day of , 2011.

ATTEST:	LICENSOR
Minute Clerk	JEFFERSON COUNTY, ALABAMA
	W D Carrington, President
	Jefferson County Commission
WITNESS:	LICENSEE
	Donald Mulvehill

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

May-10-2011-337

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:	April 29, 2011
Purpose:	Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44429 01 - in the matter of CONDEMNATION <u>Jefferson County vs. Ruby L. Biddie, et al.</u> Project No. STPBH-7002(600) - Tract No. 56 - Court Costs Morgan Road Widening
Price:	\$52,110.00
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: THRO

Check Delivery Code: 84

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

May-10-2011-338

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby designated as the Authorized Representative for disclosure information as required by Medicare Secondary Payer Mandatory Reporting Provision in Section 111 of the Medicare, Medicaid and SCHIP Extension Act (MMSEA) of 2007 and is hereby authorized to execute all documents necessary to comply therewith.

W. D. Carrington, President

Jefferson County Commission

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

May-10-2011-339

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action: John Leon, Jr., Sheriff's Office was granted a military leave of absence from February 1, 2011 to February 28, 2011 and from February 28, 2011 to March 25, 2011 and the amount of pension contributions due John Leon, Jr. is \$360.52 plus the County matching contributions of \$360.52 for a total of \$721.04.

Carl David Benefield, Sheriff's Office was granted a military leave of absence from February 1, 2011 to March 28, 2011 and the amount of pension contributions due Carl David Benefield is \$378.50 plus the County matching contributions of \$378.50 for a total of \$757.00.

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

May-10-2011-340

WHEREAS, the polling location of Lee Elementary School (Precinct 5202) located at 630 18th Street, SW, Birmingham, AL 35211, needs to be relocated due closing of the school and a new school being built; and

WHEREAS, West End Academy, located at 1840 Pearson Avenue, Birmingham, AL 35211, was built less than one-half mile from Lee Elementary School and has enough space and parking to accommodate all voters.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to move the polling location of Lee Elementary School to the West End Academy, be and hereby is approved.

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

May-10-2011-341

WHEREAS, the polling location of Mountain Park First Baptist Church (Precinct 5911) located at 4360 44th Avenue North, Birmingham, AL 35217, due to lack of space and accommodations; and

WHEREAS, Inglenook Elementary School (Precinct 5909), located at 4120 Inglenook Street, Birmingham, AL 35217, has more parking, more handicapped parking and better access to accommodate all voters; and

WHEREAS, the distance between Mountain Park First Baptist Church and Inglenook Elementary School is less than one mile.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to move the polling location of Mountain Park First Baptist Church (Precinct 5911) to Inglenook Elementary School (Precinct 5909) and combine the voters, be and hereby is approved.

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

May-10-2011-342

WHEREAS, the polling location of Gate City Elementary School (Precinct 5801) located at 6910 Georgia Road, Birmingham, AL 35212, needs to be relocated due closing of the school; and

WHEREAS, Gate City Elementary School will be merging with the new Oliver Elementary School, located at 6871 6th Court South, Birmingham, AL 35212, and has enough space and parking to accommodate all voters; and

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to move the polling location of Gate City Elementary School to the Oliver Elementary School, be and hereby is approved.

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

May-10-2011-343

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Alabama Center for Law & Civic Education to provide management for on-site teen sentencing program for juveniles involved in the court system for an additional year, April 1, 2011 - March 31, 2012, in the amount of \$48,640.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract entered into this 1st day February 2011, by and between Jefferson County, Alabama; (hereinafter referred to as the "County Commission"), and Alabama Center for Law and Civic Education (hereinafter referred to as "the Contractor).

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 20th day of April 2010, and recorded in Minute Book 159, Pages 507-509, is hereby amended as follows:

Amend Compensation paragraph as follows: compensation for services rendered for 1st year renewal at cost shown. Payment terms are Net 30 - \$48,640.00.

Amend the Terms of Work paragraph as follows: This contract will be effective April 1, 2011 through March 31, 2012.

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

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

Jefferson County, Alabama

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Kerri Williamson

Alabama Center for Law and Civic Education

T. Michael Anderton

Board President, Alabama Center for Law and Civic Education

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

5/10/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FUEL FOR DEATH INVESTIGATIONS	CORONER/MEDICAL EXAMINER	55.78	1900049847
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED DEPOSIT BAGS FOR GS DAILY DEPOSITS.	GEN SVCS: ADMINISTRATION	10.49	1900049831
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE/PROPERTY OF DECEDENT	CORONER/MEDICAL EXAMINER	27.46	1900049702
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED WEATHER RADIOS FOR SECURITY	GEN SVCS: ADMINISTRATION	127.43	1900049700
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POSTAGE	CORONER/MEDICAL EXAMINER	17.60	1900049836
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MG LEE; RUBBER STAMP	GEN SVCS: COMM E911	17.00	1900049708
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEP. CORONER BADGE/HOLDER DEATH INVESTGA	CORONER/MEDICAL EXAMINER	96.00	1900049956
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	162.97	1900050243
*DISTRICT 1					514.73	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, PLASTIC LINERS, PLUMBING SUPPLIES,	R&T: HIGHWAY MAINT-BESSEMER	233.37	1900049856
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAINT FOR METAL BRIDGE BEAMS	R&T: BRIDGE MAINT/CONSTR	128.95	1900049733
DISTRICT 2	1000193	JEFFERSON CO TREASURER	7/16 SPRING SNAP FOR CHERRY TREE LANE BRIDGE	R&T: BRIDGE MAINT/CONSTR	75.80	1900049710
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PESTICIDE APPLICATION PERMIT RENEWAL (R. EATON)	R&T: BRIDGE MAINT/CONSTR	90.00	1900049707
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BATTERY FOR FRONT DESK DOORBELL -SZ A23	COMMUNITY DEVELOPMENT	4.29	1900049722
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PARKING FEE - L. SMITH (HUD HOME TRAINING CLASS)	COMMUNITY DEVELOPMENT	8.00	1900049727
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES - HPRP PROGRAM	COMMUNITY DEVELOPMENT	37.76	1900049730
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WATER LEVEL SENSOR FOR ICEMAKER	R&T: TRAFFIC ENGINEERING	29.26	1900049858
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & ICE THICKNESS SENSOR	R&T: TRAFFIC ENGINEERING	56.11	1900049948
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR FRED HURTH	R&T: BRIDGE MAINT/CONSTR	20.50	1900050395
DISTRICT 2	1023150	JONES & BERRY PC	J&B PC REAL EST TRUST ACCT ROW TR. 26 MOR.RD	R&T: ADMINISTRATION	45,500.00	1900049448
*DISTRICT 2					46,184.04	
DISTRICT 3	1000009	CITY OF ADAMSVILLE	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	3,741.88	1900050304
DISTRICT 3	1000009	CITY OF ADAMSVILLE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	35,103.73	1900050257
DISTRICT 3	1000086	CITY OF BESSEMER	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	141,432.45	1900050306
DISTRICT 3	1000086	CITY OF BESSEMER	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	291,588.83	1900050260
DISTRICT 3	1000097	BHAM BOARD OF EDUCATION	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	1,749,774.31	1900050307
DISTRICT 3	1000124	TOWN OF BROOKSIDE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	5,094.51	1900050262
DISTRICT 3	1000124	TOWN OF BROOKSIDE	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	78.46	1900050310
DISTRICT 3	1000127	CITY OF BRIGHTON	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	128.34	1900050309
DISTRICT 3	1000127	CITY OF BRIGHTON	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	10,164.77	1900050261
DISTRICT 3	1000148	TOWN OF CARDIFF	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	187.53	1900050265
DISTRICT 3	1000168	TOWN OF COUNTY LINE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	395.18	1900050268
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TIME CLOCK RIBBONS	SHER CORRECT-BIRMINGHAM	36.00	1900049631
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)65.66	REVENUE	65.66	1900049841
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DIGITAL VOICE RECORDER & BATTERIES FOR BOARD	BD OF EQUAL - BHAM STATE	77.98	1900049714
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ACCIDENT REPORT FOR COUNTY VEHICLE	BD OF EQUAL - BHAM STATE	5.00	1900049747
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)75.01	REVENUE	75.01	1900049840
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT TO FERGUSON MONKEY-SURVEY	INFO TECH: SYS DEVELOP & ADMIN	200.00	1900049838
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT TO HALBERT FOR CARD SCANNER	INFO TECH: SYS DEVELOP & ADMIN	120.99	1900049839
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: SATA HDD, USB TO ETHERNET CABLE	INFO TECH: TECHNICAL SERVICES	199.85	1900049957
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. OFFICE SUPPLIES-EXAMINERS- 26.48	REVENUE	26.48	1900049857
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	ANTHONY D. WMS - MILITARY CONVERSION	SHERIFF ENFORCE-BIRMINGHAM	5,669.58	1900049882
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	RONALD L. WHITSITT-MILITARY CONVERSION	SHERIFF ENFORCE-BIRMINGHAM	1,339.30	1900049881
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	JEREMY ROMINE-MILITARY CONVERSION	SHER CORRECT-BIRMINGHAM	5,218.66	1900049901
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	KEVIN AUSTIN-MILITARY CONVERSION	SHER ENFORCE-BESSEMER	2,581.04	1900049904
DISTRICT 3	1000214	CITY OF FAIRFIELD	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	66,157.57	1900050269
DISTRICT 3	1000214	CITY OF FAIRFIELD	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	45,128.22	1900050312
DISTRICT 3	1000229	CITY OF FULTONDALE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	84,211.40	1900050270
DISTRICT 3	1000233	CITY OF GARDENDALE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	156,031.45	1900050271
DISTRICT 3	1000253	CITY OF GRAYSVILLE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	13,034.70	1900050273
DISTRICT 3	1000253	CITY OF GRAYSVILLE	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	987.48	1900050313
DISTRICT 3	1000276	CITY OF HOMEWOOD	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	543,986.15	1900050275
DISTRICT 3	1000276	CITY OF HOMEWOOD	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	145,247.08	1900050315
DISTRICT 3	1000277	CITY OF HOOVER - FIN DEPT	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	963,455.52	1900050276
DISTRICT 3	1000277	CITY OF HOOVER - FINDEPT	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	161,398.82	1900050317
DISTRICT 3	1000279	HOOVER CITY BD OF ED	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	180,357.40	1900050316
DISTRICT 3	1000283	CITY OF HUEYTOWN	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	130,810.01	1900050277
DISTRICT 3	1000283	CITY OF HUEYTOWN	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	7,864.36	1900050318
DISTRICT 3	1000303	CITY OF IRONDALE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	168,367.33	1900050278
DISTRICT 3	1000303	CITY OF IRONDALE	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	16,180.85	1900050319
DISTRICT 3	1000312	JEFF CO BD OF EDUCATION	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	951,951.67	1900050320
DISTRICT 3	1000330	TOWN OF KIMBERLY	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	23,077.03	1900050279
DISTRICT 3	1000330	TOWN OF KIMBERLY	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	280.76	1900050321
DISTRICT 3	1000340	CITY OF LEEDS	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	108,662.31	1900050282
DISTRICT 3	1000340	CITY OF LEEDS	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	5,424.51	1900050322
DISTRICT 3	1000345	CITY OF LIPSCOMB	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	8,067.32	1900050284
DISTRICT 3	1000363	CITY OF MAYTOWN	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	1,717.87	1900050286
DISTRICT 3	1000377	CITY OF MIDFIELD	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	35,795.63	1900050288
DISTRICT 3	1000377	CITY OF MIDFIELD	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	14,232.62	1900050324
DISTRICT 3	1000385	CITY OF MOUNTAIN BROOK	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	590,405.25	1900050290
DISTRICT 3	1000385	CITY OF MOUNTAIN BROOK	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	107,391.92	1900050327
DISTRICT 3	1000388	TOWN OF MORRIS	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	17,422.99	1900050289
DISTRICT 3	1000388	TOWN OF MORRIS	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	387.02	1900050325
DISTRICT 3	1000393	CITY OF MULGA	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	2,617.30	1900050291
DISTRICT 3	1000393	CITY OF MULGA	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	27.84	1900050329
DISTRICT 3	1000424	CITY OF NORTH JOHNS	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	312.29	1900050292
DISTRICT 3	1000444	CITY OF PLEASANT GROVE	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	1,398.32	1900050330
DISTRICT 3	1000444	CITY OF PLEASANT GROVE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	70,003.09	1900050294
DISTRICT 3	1000508	CITY OF SUMITON	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	149.66	1900050295

DISTRICT 3	1000509	TOWN OF SYLVAN SPRINGS	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	10,945.20	1900050296
DISTRICT 3	1000509	TOWN OF SYLVAN SPRINGS	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	21.76	1900050331
DISTRICT 3	1000512	CITY OF TARRANT	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	33,596.25	1900050333
DISTRICT 3	1000512	CITY OF TARRANT	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	69,472.59	1900050297
DISTRICT 3	1000527	CITY OF TRUSSVILLE	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	333,076.36	1900050299
DISTRICT 3	1000527	CITY OF TRUSSVILLE	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	4,285.63	1900050334
DISTRICT 3	1000548	CITY OF VESTAVIA HILLS	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	621,956.43	1900050301
DISTRICT 3	1000548	CITY OF VESTAVIA HILLS	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	108,983.37	1900050335
DISTRICT 3	1000554	CITY OF WARRIOR	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	23,953.69	1900050302
DISTRICT 3	1000554	CITY OF WARRIOR	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	1,443.45	1900050337
DISTRICT 3	1000561	TOWN OF WEST JEFFERSON	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	2,128.43	1900050303
DISTRICT 3	1000647	BESSEMER BD OF EDUCATION	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	81,773.20	1900050305
DISTRICT 3	1000663	TARRANT CITY BOARD OF	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	36,796.79	1900050332
DISTRICT 3	1000667	HOMWOOD BD OF EDUC	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	133,638.66	1900050314
DISTRICT 3	1000684	TOWN OF ARGO	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	2,687.49	1900050258
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE 1/20/11 - 4/1/11	BD OF EQUAL - BHAM STATE	156.33	1900049843
DISTRICT 3	1000900	MT OLIVE FIRE &	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	2,441.76	1900050328
DISTRICT 3	1001088	MICHAEL HUMBER	REIMB. MILEAGE-MICHAEL A. HUMBER-MARCH	REVENUE	221.94	1900050164
DISTRICT 3	1001791	TOWN OF TRAFFORD	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	2,022.55	1900050298
DISTRICT 3	1001831	MIDFIELD BD OF EDUCATION	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	25,424.18	1900050323
DISTRICT 3	1001982	VESTAVIA BD OF EDUCATION	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	81,361.45	1900050336
DISTRICT 3	1002037	MOUNTAIN BROOK BD OF	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	141,668.27	1900050326
DISTRICT 3	1002148	CITY OF HELENA	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	29,256.41	1900050274
DISTRICT 3	1002307	DARRICK WILLIAMS	REIMB. MILEAGE-DARRICK WILLIAMS-MARCH	REVENUE	107.73	1900050162
DISTRICT 3	1002509	CITY OF CLAY	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	87,882.23	1900050267
DISTRICT 3	1002719	FAIRFIELD BD OF EDUCATION	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	31,777.93	1900050311
DISTRICT 3	1002912	CITY OF CENTER POINT	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	97,849.71	1900050266
DISTRICT 3	1003211	THE BANK OF NEW YORK	GENERAL OBLIGATION 04/01/10-03/31/11	FINANCE ADMINISTRATION	2,200.00	1900050154
DISTRICT 3	1003211	THE BANK OF NEW YORK	GENERAL OBLIGATION 04/01/10-03/31/11-2001-A	FINANCE ADMINISTRATION	5,000.00	1900050155
DISTRICT 3	1003506	TANJAWANIA HURST	REIMB. MILEAGE-T. HURST- ENFORCEMENT-MARCH	REVENUE	170.10	1900049978
DISTRICT 3	1003728	CITY OF PINSON	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	47,102.02	1900050293
DISTRICT 3	1006045	CHARLESTEAN LEWIS	REIMB. MILEAGE-C. LEWIS-ENFORCEMENT-MARCH	REVENUE	179.01	1900049977
DISTRICT 3	1007046	CITY OF BIRMINGHAM	ROAD TAX DISTRIBUTION FY 2010	NON-DEPT EXPENDITURES	2,774,168.06	1900050259
DISTRICT 3	1007046	CITY OF BIRMINGHAM	BUSINESS PRIVILEGE TAX FY 2010	NON-DEPT EXPENDITURES	2,757,183.91	1900050308
DISTRICT 3	1019228	TOWN OF LAKE VIEW ROAD TAX DISTRIBUTION FY 2010		NON-DEPT EXPENDITURES	1.27	1900050280
DISTRICT 3	1021013	DEMETRIUS L PRICE	REIMB. MILEAGE-D. PRICE-ENFORCEMENT-MARCH	REVENUE	136.49	1900049979
DISTRICT 3	1023945	SCOTT SMITH	REIMB. MILEAGE-S. SMITH,EXAMINER- MARCH	REVENUE	214.25	1900049976
*DISTRICT 3					14,427,134.18	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CONTAINERS, EOC ACTIVATION, PROPAN REFILL	EMa	439.30	1900049737
DISTRICT 4	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES/LOCAL MILEAGE	LAND DEVELOPMENT	35.42	1900049728
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MEMBERSHIP DUES FOR D COWAN & YANCY ROBERTS	INSPECTION SERVICES	40.00	1900049902
DISTRICT 4	1000193	JEFFERSON CO TREASURER	ALLEY DRUG,MEAL,MEDS,PADLOCKEYS CERTIFI STAM	YOUTH DETENTION: SUPPORT SVCS	135.09	1900049958
DISTRICT 4	1003305	CAFCA (CENTRAL ALABAMA	CAFCA DUES FOR EMA STAFF	EMa	160.00	1900049844
*DISTRICT 4					809.81	
**					14,474,642.76	

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

STAFF DEVELOPMENT

Multiple Staff Development

Emergency Management Agency (2 participants)

Michael Harter	\$2,099.58
Allen Kniphfer	\$ 719.58
WebEOC User's Conference	
Augusta, GA - March 28 - April 1, 2011	

Individual Staff Development

Emergency Management Agency

Allen Kniphfer	\$ 385.23
E955: NIMS ICS All Hazards Safety Officer T-T-T	
Emmitsburg, MD - January 16-20, 2011	

Probate Court

S. J. Rhodes	\$ 380.87
Probate Judges Training Conference (Advanced Judicial Training)	
Tuscaloosa, AL - April 11-12, 2011	

Revenue

Bruce Thompson	\$3,817.00
Audit Phillips-Van Heusen & Fashion Outlets of America	
Bridgewater & Lyndhurst, NJ - June 4-19, 2011	

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

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

BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 4/14/11- 04/20/11

RECOMMENDED FOR:

1. GENERAL SERVICES FROM OFFICE ENVIRONMENTS, BIRMINGHAM, AL, TO PURCHASE FURNITURE FOR THE BESSEMER COURTHOUSE - 90132B PROJECT 10-31.
SAP PURCHASE ORDER #S: 2000054493 - COMMERCIAL FURNITURE - \$12,169.56
2000054510 - COMMUNITY DIV OF JASPER SEATING - \$3,116.96
2000054511 - KRUEGER INTERNATIONAL - \$13,096.27
2000054512 - HARDEN FURNITURE - \$2,317.00
2000054515 - OFFICE ENVIRONMENTS - \$573.34
2000054521 - EXEMPLIS CORP (SIT ON IT SEATING) - \$11,478.48
\$42,751.61 TOTAL STATE OF ALABAMA CONTRACT # T-390
2. ROADS AND TRANSPORTATION BESSEMER AND KETONA HWY MAINTENANCE FROM WADE SAND AND GRAVEL, BIRMINGHAM, AL, TO AWARD CONTRACT FOR GRAVEL AND RIP RAP PRODUCTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 3/31/12. REFERENCE BID # 57-11 EST. \$190,000.00 TOTAL
3. ROADS AND TRANSPORTATION BESSEMER AND KETONA HWY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, TO AWARD CONTRACT FOR GRAVEL AND RIP RAP PRODUCTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 - 3/31/12. REFERENCE BID # 57-11 EST. \$475,000.00 TOTAL
4. ROADS AND TRANSPORTATION BESSEMER HWY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, FOR GRAVEL AND RIP RAP ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 - 3/31/12.
SAP PURCHASE ORDER # 2000054593 \$10,000.00 TOTAL REFERENCE BID # 57-11
5. GENERAL SERVICES FROM STAPLES, BIRMINGHAM, AL, TO PURCHASE FURNITURE FOR THE NEW BESSEMER COURTHOUSE - 90132B PROJECT 10-31 FOR THE PERIOD OF 10/1/10 - 9/30/11.
SAP PURCHASE ORDER # 2000054601 \$13,909.21 TOTAL REFERENCE BID # 160-10
6. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, OPEN CONTRACT FOR GRAVEL AND STONE ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 - 3/31/12. SAP PURCHASE ORDER # 2000054458 EST. \$100,000.00 TOTAL REFERENCE BID # 93-08
7. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FROM FLEETWOOD FINANCIAL, SUMMIT, NJ, CHANGE ORDER TO ADD FUNDS TO EXIST PURCHASE ORDER FOR RADIOGRAPHIC EQUIPMENT LEASE THROUGH 9/30/11.
SAP PURCHASE ORDER # 2000038300 \$29,800.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM DIXIE CERTIFICATION AND TESTING LLC, CUMMINGS, GA, CERTIFICATION FOR CLEAN ROOM AND IV HOOD. SAP PURCHASE ORDER # 2000054508 \$1,585.00
TOTAL
2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOCOMPOSITES, WILMINGTON, NC, TO PAY INVOICE FOR STIMULAN KIT - BONE FILLER. SAP PURCHASE ORDER # 2000054532 \$1,900.00 TOTAL
NO CONTRACT.
3. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHO, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS ORDERED BY SURGERY DEPARTMENT.
SAP PURCHASE ORDER # 2000054498 \$1,079.52 TOTAL
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM DEPUY ORTHOPAEDICS, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS ORDERED BY SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000054507
\$4,806.53 TOTAL
5. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHOPAEDICS, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS ORDERED BY SURGERY DEPARTMENT.
SAP PURCHASE ORDER # 2000054490 \$4,796.78 TOTAL
6. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHOPAEDICS, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS ORDERED BY SURGERY DEPARTMENT.
SAP PURCHASE ORDER # 2000054495 \$2,043.05 TOTAL
7. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STERIS CORPORATION, MENTOR, OH, FOR SYSTEM ONE SCOPE WASHER REPAIR/ SN#208933. SAP PURCHASE ORDER # 2000054497 \$2,715.45 TOTAL
NO CONTRACT.

8. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM CARDIOVASCULAR SYSTEMS INCORPORATED, ST. PAUL, MN, TO PAY INVOICE FOR DIAMOND BACK OAD DEVICE ORDERED BY SURGERY.
SAP PURCHASE ORDER # 2000054503 \$5,095.00 TOTAL NO CONTRACT.
9. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ONE STOP ENVIRONMENTAL, BIRMINGHAM, AL, FOR SERVICES ALREADY RENDERED FOR METH LAB CLEAN UP LOCATED AT 1133 HAVEN DRIVE, BIRMINGHAM, AL 35214. SAP PURCHASE ORDER # 2000054557 \$2,785.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ENDOSCOPY SPECIALIST INCORPORATED, ATLANTA, GA, TO PAY FOR REPAIR OF VIDEO GASTROSCOPE ORDERED BY KIM CROSBY.
SAP PURCHASE ORDER # 2000054560 \$5,570.00 TOTAL NO CONTRACT.
11. COOPER GREEN MERCY HOSPITAL - ADMINISTRATION/ GS FROM ESTES EQUIPMENT COMPANY, BIRMINGHAM, AL, TO PAY INVOICE (#11-785) FOR REPAIRS ALREADY DONE TO FUEL VOLT ON PETROVEND PRINTER.
SAP SHOPPING CART # 1000156699/1, 2 \$722.00 TOTAL
12. COOPER GREEN MERCY HOSPITAL FROM DORMA CAROLINA DOOR CONTROL, DURHAM, NC, TO PAY INVOICE (#25017540) FOR WORK ALREADY COMPLETED FOR DOOR REPAIRS. SAP SHOPPING CART # 1000153818/1
\$805.77 TOTAL

For Week of 4/21/11- 04/27/11

RECOMMENDED FOR:

1. FAMILY COURT FROM BERNEY OFFICE SOLUTIONS, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR COLOR COPY OVERAGES FOR THE PERIOD OF 10/01/10 - 9/30/11.
SAP PURCHASE ORDER # 2000051977 \$1,000.00 TOTAL REFERENCE BID # 205-09
2. SHERIFF'S DEPARTMENT: BIRMINGHAM DIVISION, COOPER GREEN MERCY HOSPITAL: LINEN AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM TABB TEXTILE COMPANY INCORPORATED, OPELIKA, AL, TO AWARD CONTRACT FOR BATH LINEN FOR THE PERIOD OF 5/10/2011 TO 5/09/2012. REFERENCE BID # 82-11
EST. \$9,957.00 TOTAL
3. INFORMATION TECHNOLOGY FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTER REPAIR FOR THE PERIOD OF 10/01 / 10 - 9/3 0/ 11.
SAP PURCHASE ORDER # 2000049451 \$3,000.00 TOTAL REFERENCE BID # 104-09
4. JEFFERSON REHABILITATION AND HEALTH CENTER FROM KCI, HOUSTON, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR VAC PUMPS RENTAL AND SUPPLIES FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049262 \$20,000.00 TOTAL AMERINET CONTRACT # VH0500
5. ROADS AND TRANSPORTATION FROM QUALITY TRAFFIC SYSTEMS, NASHVILLE, TN, TO PURCHASE CONTROLLER (TRAFFIC SIGNAL WITHOUT CABINET, 8-PHASE SOLID STATE TYPE III TRAFFIC ACTUATED KEYBOARD LOAD WITH TIME BASE COORDINATION CONTROLLER) FOR THE PERIOD OF 09/1/10 - 8/31/11.
SAP PURCHASE ORDER # 2000054598 \$10,989.00 TOTAL STATE OF ALABAMA CONTRACT # T-133
6. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER, JEFFERSON COUNTY JAIL AND FAMILY COURT (YOUTH DETENTION) FROM REGIONAL PRODUCE, BIRMINGHAM, AL, TO AWARD CONTRACT FOR REPETITIVE FRESH PRODUCE PURCHASES FOR THE PERIOD OF 5/23/2011 - 5/22/2012.
REFERENCE BID # 83-11 EST. \$65,000.00 TOTAL

REPORTED FOR:

1. PROBATE COURT - BIRMINGHAM FROM LITHO PLATE AND NEGATIVE INCORPORATED, BIRMINGHAM, AL, TO PAY INVOICE FOR HEART PINS ALREADY ORDERED AND RECEIVED. SAP PURCHASE ORDER # 2000054731
\$205.00 TOTAL

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

REQUEST FOR CERTIFICATION

Youth Detention - Custody

Juvenile Detention Officer

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Request for Certification be approved. Voting

May-10-2011-344

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Kronos, Inc. to provide remote consulting services to migrate the current Kronos payroll timekeeping system from Oracle to SQL server database in the amount of \$18,000.

1 STATEMENT OF WORK DETAILS

1.1 PROJECT OVERVIEW

1.1.1 CUSTOMER INFORMATION

Jefferson County Commission
 Margaret Howard
 Jefferson County Commission
 716 N Richard Arrington Blvd
 Birmingham, AL 35203
 (205) 325-5352
 HowardM@jccal.org

1.1.2 SCOPE OF SERVICES

Kronos will provide remote Consulting Services to migrate Jefferson County Commission's current Workforce Timekeeper v6.0 system from an Oracle DB to SQL Server DB. The scope of the services will include the following:

- Technology Consultant will work with Jefferson County to migrate database
- Application Consultant will review existing interfaces for any changes due to database migration

ADDITIONAL ASSUMPTIONS

<u>Item</u>	<u>Scope and Assumptions</u>
Technology Resources	Jefferson County Commission is responsible for providing and installing all hardware, operating system software, database software and non-Kronos provided software necessary for the operation of the Kronos application. Jefferson County Commission should provide appropriate technical resources to minimize any technology risks identified throughout the implementation.
Database	The database is currently installed on Oracle however will be migrating to SQL Server as part of this project. Jefferson County Commission is responsible for installing the database software with the recommended service packs.
Operating System	Microsoft Windows
Remote Connectivity	All work will be performed remotely When Kronos resources are working remotely, they will have access to Jefferson County Commission's Kronos system via a mutually agreed upon standard.

1.1.3 SOLUTION SUMMARY

<u>Item</u>	<u>\$</u>
Professional Services	\$18,000.00
Estimated Investment for This Implementation	\$18,000.00

1.1.4 PROFESSIONAL SERVICES

The Professional Services estimated for this project are as follows, and will be delivered remotely:

<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager (9990002-ONL)	8	\$180	\$1,440.00
Application Consultant (9990002-ONL)	12	\$180	\$2,160.00
Technical Consultant (9990002-ONL)	72	\$200	\$14,400.00
Total	92		\$18,000.00

The Professional Services estimate is based on Kronos' extensive experience in implementing Human Capital Management solutions using our proven Momentum Implementation and Project Management methodologies and toolsets. These methodologies are adaptable and responsive to an individual project's requirements, while still providing repeatability and a consistently high quality customer experience.

Kronos Incorporated will deliver professional services on a time and material basis in order to complete the services agreed upon.

Any change of scope may affect the hours estimate contained in this Statement of Work. Change control procedures will be used to manage any change to the scope and will require approval from both Jefferson County Commission and Kronos.

SIGNATURES AND APPROVALS

SUBMITTED MD APPROVED BY KRONOS REPRESENTATIVE

By: _____

By signing below and by signing the Sales, Software License and Services Agreement, Customer agrees to purchase the Services described in this document.

Very truly yours, Kronos Incorporated

ACCEPTED AND AGREED

Jefferson County Commission

W. D. Carrington, President

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

May-10-2011-345

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and TekLinks, Inc. to provide data archive hardware with management software to be used to store document images in Probate Court in the amount of \$91,088.62.

CONTRACT NO: 00002574

HARDWARE AND SOFTWARE SERVICE CONTRACT

THIS AGREEMENT entered into this 5th April 2011, by and between Jefferson County Alabama, hereinafter called "the County", and TekLinks, Inc called "the Contractor". The effective date of this agreement shall be May 1, 2011.

WHEREAS, the County desires to purchase said goods and services to the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

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

SCOPE OF GOODS & SERVICES: This contract results from Jefferson County's Request for BID No. 79-11. The BID describes the scope of goods and services and the Response contains the statements and representations of the Contractor, thereto. The entire response from TekLinks, Inc constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of goods and services are as follows:

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
PS-BAS-CICM3G	GEN3 INTRA-CLUSTER DATA MIGRATIONS	1	\$ 0.00	\$ 0.00
PS-BAS-PMBLK	COMMERCIAL PMGMT 4HRS QS	1	\$ 1,926.14	\$ 1,926.14
CNRGPLLICHW	CENTERA OPEN SOURCE LICENSES (RTU)	1	\$ 0.00	\$ 0.00
CNRRK	40U T RACK SP POWER	1	\$ 1,907.95	\$ 1,907.95
PW40U-US	DUAL 40U RACK POWER CORD US	1	\$ 309.09	\$ 309.09
CNRMODEMG4-US	DOMESTIC MODEM KIT FOR CENTERA	1	\$ 0.00	\$ 0.00
CNRTOOLSSW	EMS CENTERA CUSTOMER TOOLS & DOCUMENTATION KIT	1	\$ 0.00	\$ 0.00
CNRCNSLSWKIT	ASSY CENTERA CONSOLE SOFTWARE 1		\$ 0.00	\$ 0.00
CNR2NMSWG4	EMC CENTERA BASIC MIRRORED 2-NODE RIGHT -TO-USE	2	\$ 7,450.00	\$ 14,900.00
CNR2NREPLIC	EMC CENTERA GEN 4 REPLICATION 2-NODE RIGHT- TO -USE	2	\$ 1,139.77	\$ 2,279.54
PS-EXP-CI4R	IMPL FOR CENTERA 4-NODE W/REP	1	\$ 9,186.36	\$ 9,186.36
PS-BAS-CENI	INSTALL NEW CABINET UPTO 2 CUBES	1	\$ 2,540.91	\$ 2,540.91
M-PRESW-001	PREMIUM SOFTWARE SUPPORT	1	\$ 470.45	\$ 470.45
WU-PRE4W-001	PREMIUM HARDWARE SUPPORT WARRANTY UPGRADE	1	\$ 1,260.23	\$ 1,260.23
CNR4NIMBAG4LP	BUNDLED 4 NODE GEN4LP WITH ITB DRIVES WITH 2 SWITCH	1	\$ 11,715.91	\$ 11,715.91
CNRGPLLICHW	CENTERA OPEN SOURCE LICENSES (RTU)	1	\$ 0.00	\$ 0.00
CNRRK	40U T RACK SP POWER	1	\$ 1,919.09	\$ 1,909.09
PW40U-US	DUAL 40U RACK POWER CORD US	1	\$ 309.09	\$ 309.09

CNRMODEMG4-US	DOMESTIC MODEM KIT FOR CENTERA	1	\$ 0.00	\$ 0.00
CNRTOOLSSW	EMC CENTERA CUSTOMER TOOL & DOCUMENTATION KIT	1	\$ 0.00	\$ 0.00
CNRCNSLSWKIT	ASSY CENTERA CONSOLE SOFTWARE	1	\$ 0.00	\$ 0.00
CNR2NMSWG4	EMC CENTERA BASIC MIRRORRED 2-NODE RIGHT -TO-USE	2	\$ 7,450.00	\$ 14,900.00
CNR2NREPLIC	EMC CENTERA GEN 4 REPLICATION 2-NODE RIGHT- TO -USE	2	\$ 1,150.00	\$ 2,300.00
PS-EXP-CI4R	IMPL FOR CENTERA 4-NODE W/REP	1	\$ 9,186.36	\$ 9,186.36
PS-BAS-CENI	INSTALL NEW CABINET UP TO 2 CUBES	1	\$ 2,540.91	\$ 2,540.91
M-PRESW-001	PREMIUM SOFTWARE SUPPORT	1	\$ 470.45	\$ 470.45
WU-PREHW-001	PREMIUM HARDWARE SUPPORT WARRANTY UPGRADE	1	\$ 1,260.23	\$ 1,260.23
CNR4NIMBAG4LP	BUNDLED 4 NODE GEN4LP WITH ITB DRIVES WITH 2 SWITCH	1	\$ 11,715.91	\$ 11,715.91
			GRAND TOTAL	\$ 91,088.62

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render purchase equipment, maintenance and support to the Department of Information Technology at any time after the effective date of this contract. The contract term expires on April 30, 2012 with the option to renew for a period of up to two (2) additional one (1) year terms.

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

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

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

7. COMPENSATION: The Contractor shall be compensated for hardware and support services rendered at a cost shown on Item 2: Scone of Goods/Services payable in the amount of \$ 91,088.62 per submission of invoice. Payment terms are Net 30 days after receipt of invoice.

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

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

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

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

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

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

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

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission
TEKLINKS, INC.
James Fisher, Corporate Account Manager

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

May-10-2011-346

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Scalability Experts to provide assistance with the migration from Oracle server to SQL servers. This is a no cost agreement.

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

May-10-2011-347

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the trip and fall claim of Annie Hill Williams is hereby denied.

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

May-10-2011-348

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the slip and fall claim of Ca Sandra Cole is hereby denied.

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

May-10-2011-349

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of David D. Gantt is hereby denied.

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

May-10-2011-350

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Vivian Dykes is hereby denied.

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

May-10-2011-351

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Marilyn Dailey is hereby denied.

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

May-10-2011-352

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Patrick Bunn is hereby denied.

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

May-10-2011-353

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

May-10-2011-354

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of William Watford in the amount of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars.

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

May-10-2011-355

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the case styled Barbara Barnett v. Cooper Green Mercy Hospital, Jefferson County Circuit Court Case No. CV 08-1843, in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to "Barbara Barnett and Michael Brent Walker, Attorney" in the amount of \$10,000 and forward to the County Attorney for disbursement.

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

May-10-2011-356

WHEREAS, the County is currently a party to the class action styled *Jessica Edwards, et al. v. Jefferson County, Alabama, et al.*, Civil Action No. 07-90087, which pertains to the occupational, privilege, and license taxes collected under Act 1967-406; and

WHEREAS, the Court currently holds an escrow account containing the occupational, privilege, and license tax collections for the period of January 12, 2009, through August 13, 2009, plus administrative expense payments already made by the County and interest, and, as of April 8, 2011, that escrow account contains \$51,451,574.59; and

WHEREAS, as a result of the Alabama Supreme Court's most recent judgment in the case, the County is due to have refunded to it from the escrow account \$12,466,873.81, plus interest; and

WHEREAS, as a result of the Alabama Supreme Court's most recent judgment in the case, the taxpayers are entitled to have the remainder of the escrow account, less the administrative expense contribution made by the County and less taxpayers' attorneys' fees and expenses awarded by the Court, refunded to them; and

WHEREAS; as a result of the Alabama Supreme Court's most recent judgment in the case, the County may collect occupational, privilege, and license taxes retroactively for the same period from the same taxpayers.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled *Jessica Edwards, et al. v. Jefferson County, Alabama, et al.*, Civil Action No. 07-90087, pursuant to the following terms and conditions:

1. Separate from the settlement, the Court, consistent with the Alabama Supreme Court's judgment, will order the return of

\$12,466,873.81, plus interest, to the County. The Court will also order that \$6,500,000.00 remain in the escrow account as a settlement fund, along with the remaining amount of the County's prior payment for administrative expenses. The Court will also order that the remainder in the escrow account be transferred into a separate account under the Court's control for distribution of refunds to taxpayers, after payment from that separate account of any attorneys' fee and costs and class representative payments to be awarded by the Court. The County acknowledges that it will have no right, title, or interest in that separate account and shall not oppose any requests for distributions therefrom.

2. The amount of the settlement fund will be \$6,500,000.00. Each taxpayer who is entitled to a refund under the Supreme Court's judgment shall be a member of the settlement subclass. Members of the settlement subclass shall receive a release from the County from any retroactive tax attributable to the period January 12 through August 13, 2009, in exchange for payment to the County of their pro rata shares of the settlement fund. Each member of the settlement subclass will be given the opportunity to opt out of the settlement. Those subclass members who opt out will receive their pro rata shares of the settlement fund, but they will not receive from the County any release regarding retroactive taxation for that period.

3. The County consents to the deduction of \$70,000.00 from the settlement fund to cover the Special Master's additional fees and expenses in administering the settlement, which will mean that the administrative expense payments by the County will total \$1,170,000.00. If the Special Master incurs less than \$1,170,000.00 in fees and expenses in administering the refund and settlement, then the remaining balance will be returned to the County. If such fees and expenses exceed \$1,170,000.00, the County shall have the right to challenge the reasonableness of such fees and expenses prior to payment thereof.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution No. AUG-17-2010-774 at Minute Book 160, Page 326, is hereby repealed.

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

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

May-10-2011-357

"So he shepherded them according to the integrity of his heart, and
Guided them by the skillfulness of his hands" – Psalm 78:72

Whereas, it is the policy of the Jefferson County Commission to honor the memory of our beloved citizens and to memorialize the achievements of those individuals who impacted our community for the better; and,

Whereas, The Honorable Tennant Morton Smallwood, Jr., Circuit Judge serving Jefferson County for 44 years, died on May 2, 2011; and

Whereas, Judge Smallwood is survived by his wife of 56 years, Shirley Callaway Smallwood; four children, Sunny, Alan, J.T. and David, also an "Honorary Son" John Delucia, a granddaughter Carrie Ann and a host of family and friends; and

Whereas, Judge Smallwood was a graduate of Samford University. He was one of Alabama's most distinguished and longest serving Judges. Judge Smallwood was the City of Birmingham's first full time prosecutor and as the presiding municipal judge, he led the city out of the tumultuous times of the 1960's. He served as President of the Alabama Judges Association twice and in the 1970's he was named as one of the top 8 Judges in America; and

Whereas, Judge Smallwood served in the U.S. Army (Reserves) in the Judge Advocate General Corp attaining the rank of Colonel. He was also an author, having written three books and recently began work on a fourth; and

Whereas, Judge Smallwood lived a great life. He was loyal in his devotion to God and his fellow man, always setting an example of integrity. As a minister who served numerous churches, he left a long record filled with his many accomplishments and stewardship. He was a long time member of South Roebuck Baptist Church and he served as an inspiration to many.

Now, therefore, be it resolved that we, the members of the Jefferson County Commission, bid farewell to an outstanding Judge, truly a man of distinction. One who was committed to his church, his family and his community. To all those who knew him and loved him, we extend our sincere sympathy.

Wherefore this Resolution is hereby adopted by the Jefferson County Commission and is subscribed and recorded in the minutes of the Jefferson County Commission on this the 10th day of May, 2011.

W. D. Carrington, President

George F. Bowman, Commissioner
Sandra Little Brown, Commissioner
T. Joe Knight, Commissioner
James A. Stephens, Commissioner

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

May-10-2011-358

ALABAMA EMERGENCY MANAGEMENT AGENCY
DESIGNATION of APPLICANT'S LOCAL AGENT RESOLUTION

BE IT RESOLVED BY Commission of Jefferson County THAT

Ellis Wayne Sullivan, Director/County Engineer
A-200 Courthouse 71 6 Richard Arrington, Jr. Blvd North
Birmingham, Alabama 35203
(205) 325-5154

is hereby authorized to execute for and in behalf of Jefferson County Commission, a public entity established under the law of the State of Alabama, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal Financial Assistance under the Disaster Relief Act (Public Law 100-707) or otherwise available from the President's Disaster Relief Fund.

That Jefferson County Commission, a public entity established under the laws of the State of Alabama, hereby authorized its agent to provide to the State and to Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements as required.

Passed and approved this 10th day of May, 2011.

W. D. Carrington, President

FEDERAL EMPLOYER'S ID# 63-6001579

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

May-10-2011-359

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 1,000 subscriber requirement for payroll deductions is hereby waived and the Payroll Services is hereby authorized and directed to establish a temporary, voluntary payroll deduction for contributions to the Jefferson County Employees Disaster Relief Fund.

BE IT FURTHER RESOLVED that the deduction may be for six (6) pay dates, beginning the pay date of May 27, 2011, and ending the payday of August 5, 2011, with the deduction being deposited with the Jefferson County Employees Disaster Relief Fund at the Jefferson County Employees Credit Union.

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

Commissioner Carrington stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened with the following members present:

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

District 5 David Carrington

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

May-10-2011-360

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

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

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

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

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

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

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

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, May 24, 2011, at 9:00 a.m. in Commission Chambers.

ATTEST

Minute Clerk

President