

STATE OF ALABAMA)

JEFFERSON COUNTY) June 14, 2011

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Minutes of May 24, 2011, be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

The Commission met in Work Session on June 7, 2011, and approved the following items to be placed on the June 14, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items I and III.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 24.
- Commissioner Carrington, Administrative Services Committee - Item 1.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items A through N (Item K and L were pulled from agenda).
- Commissioner Stephens, Finance & Information Technology Committee Items A through W (the 2nd budget transaction under Item G was pulled from the agenda).

Commissioner Bowman stated the Reverend Dr. Ralph Canty and five members of his church, from Sumpter, South Carolina, were in our area providing storm relief funds, supplies and aid.

Commissioner Stephens discussed the reduction of the Jefferson County General Fund budget to match projected revenue and utilization of a one-time funding source of \$15,500,000 to aid in balancing the budget. Also, reviewed projected reductions by appointing authorities and elected officials.

The Commission met in Work Session on June 10, 2011, and approved the following items to be placed on the June 14, 2011, Regular Commission Meeting Agenda:

- Commissioner Stephens, Finance & Information Technology Committee Item A.

Commissioner Stephens discussed the implementation and procedures for FY 2010-2011 budget reduction.

Dr. Michael Fleenor, Health Officer with the Jefferson County Health Department discussed issues regarding right-of-entry on private property associated with public health nuisance.

Jun-14-2011-409

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on June 1, 2011, at 2:05 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 Brown, voting "Aye" Bowman, Brown, Carrington, Knight and Stephens.

Jun-1-2011-408-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 created an emergency requiring the County to contract for debris removal from the public rights-of-way; and

WHEREAS, on May 4, 2011, the County Commission awarded an emergency contract to Ceres Environmental Services, Inc., to provide public rights-of-way debris removal and disposal services for Jefferson County; and

WHEREAS, unless extended said contract will expire on June 3, 2011; and

WHEREAS, the emergency need for debris removal from the public rights-of-way in Jefferson County continues to exist and the Commission has determined that it is in the best interests of the County and its citizens to extend the contract with Ceres Environmental Services, Inc.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President or President Pro Tem is hereby authorized and directed to execute an amendment to the contract with Ceres Environmental Services, Inc., extending the term thereof to the earlier of July 12, 2011, or the date upon which the County Engineer determines that debris removal from the public rights-of-way has been completed.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President or President Pro Tem is hereby authorized to execute Memorandums of Understanding with any municipality or township within Jefferson County, Alabama, regarding eligible storm debris removal and disposal in such municipality or township subsequent to June 2, 2011.

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

Jun-14-2011-410

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for the University of Alabama at Birmingham, (UAB) School of Health Professions for Cooper Green Mercy Hospital to provide clinical education for dietitian students. This is a no cost agreement.

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

Jun-14-2011-411

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Evercare Hospice, Inc. to provide respite care and pain management for persons having terminal illness for the period February 1, 2011 - October 31, 2011. This is a revenue generating agreement.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital hereinafter referred to as "The Hospital," and EVERCARE HOSPICE, INC. hereinafter referred to as the "Contractor," is hereby effective on February 0 1, 2011 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties was approved by the Jefferson County Commission on the 23rd of March, 2010, in the Minute Book 159; Page(s) 428 is hereby amended as follows.

Extend the completion date of this contract from February 1, 2011 to October 31, 2011.

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

Jefferson County Commission

Cooper Green Mercy Hospital

W. D. Carrington, President
County Commissioner
Evercare Hospice, Inc.
Casey Rhodes
Executive Director

Sandra Hullett, MD
CEO/Medical Director

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

Jun-14-2011-412

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Care First Hospice to provide respite care and pain management for persons having terminal illness for the period February 1, 2011 - October 31, 2011. This is a revenue generating agreement.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital hereinafter referred to as "The Hospital," and CARE FIRST HOSPICE. hereinafter referred to as the "Contractor," is hereby effective on February 1, 2011 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties was approved by the Jefferson County Commission on the 23rd of March, 2010, in the Minute Book 159; Page(s) 429 is hereby amended as follows.

Extend the completion date of this contract from February 1, 2011 to October 31, 2011.

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

W. D. Carrington, President
County Commissioner
Care First Hospice
Nina Ferguson
Executive Director

Sandra Hullett, MD
CEO/Medical Director

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

Jun-14-2011-413

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Affinity Home Hospice Services to provide respite care and pain management for persons having terminal illness for the period February 18, 2011 - October 31, 2011. This is a revenue generating agreement.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and AFFINITY HOME HOSPICE SERVICES hereinafter referred to as the "Contractor," is hereby effective on February 18, 2011 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties was approved by the Jefferson County Commission on the 23rd of March, 2010, in the Minute Book 159; Page(s) 428 is hereby amended as follows.

Extend the completion date of this contract from February 18, 2011 to October 31, 2011.

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

W. D. Carrington, President
County Commissioner
Affinity Home Hospice Services
Sandra McKenzie, RN
President/CEO

Sandral Hullett, MD
CEO/Medical Director

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

Jun-14-2011-414

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Caring Hands Hospice to provide respite care and pain management/pain alleviation for persons having terminal illness. This is a revenue generating agreement.

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

Jun-14-2011-415

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Decatur Anesthesiology Associates, LLC to provide anesthesia services for the period June 2, 2011 - September 30, 2011 in the amount of \$542,000 and to add a Joint Commission of Accreditation Quality Statement.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and DECATUR ANESTHESIOLOGY ASSOCIATES, LLC., hereinafter referred to as the "Contractor," is hereby effective on June 02, 2011 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties was approved by the Jefferson County Commission on the 12th day of August, 2008 in the Minute Book 156; Page(s) 343-350 is hereby amended as follows:

Section 8: Extend the completion dated of this contract from June 02, 2011 to September 30, 2011.

Add the following Joint Commission of Accreditation Quality Statement:

(a) Quality Assurance. Company agrees, at Hospital's request, to participate in Hospital's Quality Assurance Program, in order to comply with applicable standards of The Joint Commission ("Joint Commission") and Medicare. Company shall monitor mutually agreed upon quality aspects of patient care and safety, and provide regular reports to a designated person or department as directed, and in compliance with Federal, State and other regulatory agencies. Company may provide survey forms to patients regarding the Services.

(b) Performance Improvement. Hospital has a number of goals it hopes to attain and requires the assistance of Company to insure that services are provided in a safe, timely, effective, efficient and patient centered manner. Company agrees to assist the Hospital in establishing processes and tools that promote the Hospital's goals, consistent with and according to current medical standards. Therefore, Hospital and Company agree to establish mutually agreed upon Performance Improvement Indicators ("PI Indicators") on an annual basis. Hospital retains professional and administrative responsibility for the Services. Subject to Agreement's confidentiality restrictions, each party agrees to share with the other party such information and data in a timely manner as is reasonably necessary for performance improvement.

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

Jefferson County Commission

Cooper Green Mercy Hospital

W. D. Carrington, President
County Commissioner
DECATUR ANESTHESIOLOGY ASSOCIATES, LLC.

Sandral Hullett, MD
CEO/Medical Director

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

Jun-14-2011-416

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Eye Bank to provide corneal eye tissue beginning upon approval and ending September 30, 2011 in an amount not to exceed \$55,000.

COOPER GREEN MERCY HOSPITAL
GENERAL TERMS AND CONDITIONS
MATERIALS & SERVICES

THIS MATERIALS & SERVICES AGREEMENT ("Agreement") is made as of the ___ day of _____, 2010 between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, non-profit corporation and the Alabama Eye Bank (AEB). a. non-profit corporation.

WHEREAS AEB is willing to provide or arrange for the provision of such Tissue for The County to the event it has such Tissue available:

NOW' THEREFORE in consideration of these premises and the terms and conditions set forth below, The County and .4EB agree as follows:

1. DUTIES AND OBLIGATIONS: If and to the extent AEB has access to such Tissue. AEB shall provide, or arrange for the provision of. Tissue as requested by Cooper Green Mercy Hospital under the terms provided in this Agreement. AEB's provision of such Tissue shall be exclusive, except to the extent that AEB is unable reasonably to provide or arrange for the provision of such Tissue.
2. PAYMENT: Payment shall not be due until acceptance and approval of invoice, which shall be accomplished within a reasonable time after receipt and shall not be unreasonably withheld or delayed. Payment is due within 30 days of receipt of invoice.
3. INVOICING: Invoices will show AEB Tissue number, Surgeon Name and Recipient Name. Invoices will also include The County purchase order number.
4. DOCUMENTS: All AEB documents including, but not limited to, all invoices, and correspondence received by The County must include the appropriate purchase order number.
5. RECALLS AND FIELD CORRECTIONS: The County, in addition to and not in limitation of any other rights and remedies, shall have the right and obligation to return Tissue to AEB in accordance with AEB's Return Policy, as amended from time to time. AEB shall make the Return Policy available to The County In addition, AEB shall reimburse the County for any cost associated with any Tissue corrective action withdrawal or recall required by any governmental entity, including all reasonable costs in excess of the cost for the processing fees of such Tissue plus any other reasonable damages, which The County may incur. In the event of a Tissue recall or court action impacting supply occurs of which either party becomes aware of the party shall notify the other party in writing within twenty-four (24) hours of any such recall or action AEBs' obligations in this Section shall survive the expiration or earlier termination of this Agreement.
6. TISSUE PROVIDED BY ANOTHER SOURCE: In the event that AEB needs to acquire tissue from another source it will be from an EBAA accredited and FDA regulated eye bank.
7. FEE DISCLOSURE: On request. AEB will identify and disclose to The Count' on a confidential basis all fees incorporated into its processing fee structure. Upon request. AEB will provide written documentation to The County on a confidential basis detailing percentages paid. total dollars and organizations receiving payments. Fees are subject to change based on FDA regulation and Eye Bank of America Association medical standards. A minimum 30-day notice will be given of and changes to processing fee. This contract shall not exceed \$55.000.

Ocular Tissues Processing Fees, effective 04/15/2011:

- Cornea \$ 3,110
- Pre-Cut Cornea \$ 4,060
- Sclera (whole) \$ 515
- Sclera (half) \$ 325

- Glycerol Plus Cornea (whole) \$ 300
- Glycerol Plus Cornea (half) \$ 250

8. ASSIGNMENT: Neither party shall assign, delegate or subcontract this Agreement or any of its rights or obligations under it, in whole or in part, without prior written approval of the other party, which approval shall not be unreasonably withheld or delayed. Either party may transfer or assign its rights under this Agreement to its parent company, subsidiary or affiliate upon written notice within 30 days, to the other party and provided such parent, subsidiary or affiliate agrees in writing to be bound by the terms and conditions of the Agreement and is not a direct competitor of the other party. Use of Tissue arranged by Vision Share shall not be considered an assignment for purposes of this Agreement. Signature of this document by both parties indicates agreement with this section.

9. TERMS OF AGREEMENT: This Agreement shall have an initial term that commences on the date that it is signed by the Jefferson County Commission President. The initial Term ends on September 30, 2011. 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.

10. TERMINATION: Upon Thirty (30) days written notice to AEB, 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 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.

11. PERFORMANCE REVIEW: At The County's discretion, an initial quarterly review of The County's satisfaction level with the Tissue provided by AEB may be conducted. Other reviews will follow as necessary. This evaluation will encompass the AEB's overall adherence to/accordance with the agreed-to terms and conditions put forth herein. Upon the conclusion of each quarterly review, The County agrees to provide AEB with written notice regarding the results of the review. The County agrees to allow the AEB to perform an audit of all death notifications if requested.

12. CONFIDENTIAL INFORMATION: Each part-, agrees to hold in strict confidence, and to use solely in connection with the performance of this Agreement. all information provided by the other party, or learned in connection with the performance of its obligations under this Agreement, including, without limitation, financial information, information relating to customers and pricing, and any patient identifying information except to the extent that disclosure is required by applicable law.

13. RECORD RETENTION: Until the expiration of four years after the furnishing of services pursuant to this Agreement. each party shall make available, upon written request of the U. S. Secretary of Health and Human Services or the U. S. Comptroller General (or any of their authorized representatives) books, documents and records of either party or any subcontractor that are necessary to verify the nature and extent of the processing fees for the Tissue provided hereunder so as to comply with Section 952 of the Omnibus Reconciliation Act of 1980, as amended.

14. JCAHO QUALITY STATEMENT:

Joint Oversight Committee. Hospital and AEB shall establish a Joint Oversight Committee ("JOC") which shall be responsible for the operational, clinical quality, and performance improvement components of the Agreement. The chairperson of the JOC shall be a Hospital nursing executive and the JOC shall meet at least annually. JOC participants shall consist of appropriate Hospital leadership representing nursing, quality management, infection control and the case management in addition to the Medical Director, the AEB director of operations, and the Administrator.

(a) Quality Assurance. AEB agrees, at Hospital's request, to participate in the Hospital's Quality Assurance Program, in order to comply with applicable standards of The Joint Commission ("Joint Commission") and Medicare. AEB shall monitor mutually agreed upon quality aspects of patient care and safety, and provide regular reports to a designated person or department as directed, and in compliance with Federal, State and other regulatory agencies. AEB may provide survey forms to patients regarding the services.

(b) Performance Management. Hospital has a number of goals it hopes to attain and requires the assistance of AEB to insure that services are provided in a safe, timely effective, efficient and patient centered manner. AEB agrees to assist the Hospital in establishing processes and tools that promote the Hospital's goals, consistent with and according to current medical standards. Therefore, Hospital and AEB agree to establish mutually agreed upon Performance Improvement Indicators ("PI Indicators") on an annual basis. AEB agrees to collect and report to Hospital data of importance to the quality of care and utilization of dialysis and renal replacement therapies, however, notwithstanding anything to the contrary in in this Section, Hospital retains professional and administrative responsibility for the Services. Subject to Agreement's confidentiality restrictions, each party agrees to share with the other party such information and data in a timely manner as is reasonably necessary for performance improvement, and for purposes of JOC review of PI Indicators."

15. INDEMNIFICATION: Each party responsible for claims, losses, damages or injuries caused by their own employees negligence.

16. INSURANCE: Each party upon written request may require the other party to provide evidence of insurance

and worker's compensation coverage. In the event such amount of insurance or worker's compensation coverage is unacceptable to the requesting party, the requesting party may terminate this Agreement upon thirty (30) days written notice.

17. EQUAL OPPORTUNITY: The County seeks to employ the best qualified personnel and provide the best services in all its subsidiaries and will provide equal opportunity for employment and acquisition of services without regard to race, color, religion, national origin, sex, age or disability. Unless exempted, Section 202. paragraphs 1 through 7 of Executive Order 1 1246, as amended, and the affirmative action clauses as set forth in 41 C.F.R. § 60-741.4 (for contracts of \$2,500 or more), 41 C.F.R. § 60-250.4 (for contracts of \$10,000 or more) and 41 C.F.R. § 61-250.10 (requiring the annual reporting of Vietnam era and special disabled veterans) are incorporated herein by reference.

18. 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.

19. REGULATIONS: Each party's procedures and inspection intervals will comply with the requirements as set forth in accordance with all regulatory agencies' requirements and accreditation requirements, including but not limited to: Joint Commission (formerly JCAHO), HIPAA (per the Attachment), FDA, EBAA, AAO, AAMI, HHS, OSHA, NFPA, federal, state and local laws, manufacturers recommendations and as deemed necessary by The County's hospital safety committees. AEB is a subscriber to a service, which notifies the AEB when a particular Tissue is on recall or has a discrepancy. AEB will take appropriate action to include, but not be limited to, notifying the appropriate The County manager that affected Tissue have been impacted. In addition, upon notice from any governmental entity or accreditation body that a Tissue has been impacted, The County shall take appropriate action to notify AEB.

20. NOTICES: All notices required hereunder shall be given in writing and addressed or delivered to the persons specified in this Agreement. Any notice or communication required hereunder shall be given by: hand; courier service; registered; certified; express or first class mail (postage prepaid); or facsimile. Notices shall be deemed effective upon receipt. Notices required hereunder shall be given to the following individuals.

Notices to Cooper Green Mercy Hospital:

1515 6th Avenue South

Birmingham, AL 35233

Attention: Sultana Bend, RN, BSN

Revenue Integrity Coordinator

Telephone: 205-930-3424

Facsimile:

E-Mail: bend@jccal.org

Notices to Alabama Eye Bank:

500 Robert Jemison Road

Birmingham, AL 35209

Attention: Teresa Ham

Chief Administrative Officer

Telephone: 205-313-8320

Facsimile: 205-313-8302

E-Mail: tham@alabamaeyebank.org

AND

Jefferson County Courthouse - Accounts Payable

716 Richard Arrington Jr. Blvd. Ste 810

Birmingham, AL 35203

The parties may change the persons designed to receive notice hereunder by written notice to the other party.

21. INDEPENDENT CONTRACTOR: In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed the parties, and all agents and employees of the parties are at all times performing as independent contractors with respect to each other, and that no relationship of partnership, joint venture or employment is created by this Agreement. Neither party nor the employees of the party shall hold themselves out or act as an agent for the other party, or have any power to obligate the other party or to third parties in any way. Both parties are not and shall not have any obligation with respect to social security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, vacation pay, sick leave or any other employee benefits of any kind for the other party and its employees.

22. GENERAL: No waiver of a breach or of any provision of this Agreement shall constitute a waiver of any other breach or of any other provision. This Agreement, together with all attachments, exhibits or supplements specifically referenced herein, constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all prior oral or written representations and agreements. Any changes or additions to, modifications of, or departures from the terms of this Agreement expressly rejected by the other party shall not become a part of the Agreement between the parties unless expressly accepted by the other party in writing.

THESE TERMS AND CONDITIONS SHALL APPLY TO ALL TISSUE PROVIDED BY AEB FOR THE COUNTY HEALTHCARE FOR A MINIMUM PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF EXECUTION OF THIS AGREEMENT.

IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT, ANY INVOICES, PURCHASE ORDERS, OR OTHER COMMERCIAL DOCUMENTATION PRESENTED BY AEB, INCLUDING INFORMATION CONTAINED IN ANNEXES, THIS AGREEMENT SHALL SUPERSEDE ALL OTHER DOCUMENTATION.

BY SIGNING BELOW, EACH PARTY REPRESENTS THAT IT HAS FULL AUTHORITY TO NEGOTIATE AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE COUNTY AND THE AEB AND THAT, UPON EXECUTION THIS AGREEMENT SHALL BE BINDING UPON THE AEB AND THE COUNTY.

ALABAMA EYE BANK

JEFFERSON COUNTY COMMISSION

President/CEO

W. D. Carrington

President

COOPER GREEN MERCY HOSPITAL

CEO/Medical Director

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

Jun-14-2011-417

RESOLUTION TO MOVE MAINTENANCE AND SECURITY PERSONNEL AT CGMH
FROM GENERAL SERVICES DEPARTMENT TO CGMH

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective immediately the employees listed below of the General Services Department shall be transferred to Cooper Green Mercy Hospital.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Directors of Budget Management and Human Resources are hereby authorized and directed to make all necessary personnel record changes to accomplish the foregoing

- | | |
|-------------------------------------|---|
| Hospital Maintenance Superintendent | Hoyt Dewayne Cabaniss II |
| Administrative Assistant II | Vita Smith |
| Biomedical Technicians | Wilson Tidwell, Jr. Benjamin Waltz, Jr. |
| Sr. Maintenance Repair Workers | John Baylor Jeffrey Uptain |
| HVAC/Refrig Technician | James Ross |
| Maintenance Repair Workers | William Brown James Burchfield William Fondren Orlando Jones Joseph Mitchell Nicholas Pullom Michael Smith Barry White |
| Senior Security Officer | Rosalind Wright |
| Security Officers | Jeffrey Bankhead Andre Bennett Robert Evans Robert Gooden Syrone Hall Henry Herring Josh McCoy Johnson Michael Kipp Donald Lewey Thomas Lockett, Jr. Frankie Sanders Farris Springfield James Wills |

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

Jun-14-2011-418

WHEREAS, The Board of Directors of the Birmingham-Jefferson Transit Authority has proposed eliminating Sunday service routes and closing Birmingham-Jefferson Transit Authority facilities on Sundays; and

WHEREAS, the certificate of incorporation of the Birmingham-Jefferson Transit Authority requires that the governing body of

Jefferson County approve any fare and services change requests after their adoption by the Birmingham-Jefferson Transit Authority Board of Directors; and

WHEREAS, the Board of Directors of the Birmingham-Jefferson Transit Authority have duly adopted the attached resolution proposing the elimination of Sunday service and closing of Jefferson County Transit Authority facilities on Sundays and had duly applied in writing to the Jefferson County Commission to approve the resolution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Birmingham-Jefferson Transit Authority's resolution proposing a total elimination of Sunday service and closing of all Birmingham-Jefferson Transit Authority facilities on Sundays is hereby approved.

Resolution No. 2011-30

Authorization for the Executive Director to Eliminate Sunday Services and
Close All BJCTA Facilities on Sundays

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

WHEREAS, the elimination of Sunday service will allow for the reallocation of approximately \$144,157, which includes fringe benefits but not the savings from shutting down the facilities, for the improvement of general service for the riding public.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Birmingham-Jefferson Transit Authority, Jefferson, Alabama:

Section 1. That the Executive Director is hereby authorized to eliminate all Sunday services and the closing of facilities on Sundays.

Section 2. That this resolution shall become effective immediately upon adoption and approval.

Adopted: May 5, 2011

Approved: Brian Hamilton, Chairman

Attest:

Frank C. Galloway, Jr., Secretary/Treasurer

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

Jun-14-2011-419

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 Khafra, for Muscoda Park Improvements Project (CD09-03F-U02MPI). The modification extends the contract for 237 days. The original completion date was May 4, 2011, and the new completion date shall be December 27, 2011. There shall be no additional expenses associated with this extension. This project is from program year 2009 and funded by federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Khafra hereinafter called "the Contractor" for grant allocation PY09/FY11. The effective date of this agreement shall be May 4, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on July 6, 2010 in Minute Book 160, Page 171, is hereby amended as follows:

The purpose of this Modification is to extend the contract for the Muscoda Park Improvements Project for an additional 237 days from day of execution of amendment. The original contract completion date was May 4, 2011, and new completion date shall be December 27, 2011. There is no additional expense associated with this extension. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Charles W. Raine, Associate Principal

KHAFRA

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

Jun-14-2011-420

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 Khafra for the Brookside Water Line Project (CD09-03J-M03-BSW). The modification extends the contract for 237 days. The original completion date was April 25, 2011, and the new completion date shall be December 17, 2011. There shall be no additional expenses associated with this extension. This project is from program year 2009 and funded by federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Khafra hereinafter called "the Contractor" for grant allocation PY09/FY11. The effective date of this agreement shall be April 25, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 29, 2010 in Minute Book 160, Page 145, is hereby amended as follows:

The purpose of this Modification is to extend the contract for the Brookside Water Line Project for an additional 237 days from day of execution of amendment. The original contract completion date was April 25, 2011, and new completion date shall be December 17, 2011.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Charles W. Raine , Associate Principal

KHAFRA

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

Jun-14-2011-421

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 Owens and Woods Partnership, P.C., for Midfield Library Expansion Project (CD07-03- MIDL- M2). The modification extends the contract for 702 days. The original completion date was November 23, 2009, and the new completion date shall be October 26, 2011. There shall be no additional expenses associated with this extension. This project is from program year 2007 and funded by federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Owens and Woods Partnership, P. C., hereinafter called "the Contractor" for grant allocation PY07/FY11. The effective date of this agreement shall be November 29, 2009.

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 February 17, 2009 in Minute Book 157, Page 443, is hereby amended as follows:

The purpose of this Modification is to extend the contract for the Midfield Library Expansion Project (CD07-03-MIDL-M2) for an additional 702 days. The original contract completion date was November 23, 2009, and new completion date shall be October 26, 2011. There is no additional expense associated with this extension. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Franklin D. R. Woods

President

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

Jun-14-2011-422

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and Great Western Development Corporation, Inc., for the Edgewater Community Park Project (CDBG10-03F-U03-EDG). There is \$200,000 in federal CDBG funds allocated to this project. This project is from the 2010 program year.

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

Jun-14-2011-423

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Five Year Consolidated Plan, Citizens' Participation Plan, and an Annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the Proposed 2011 Action Plan;

WHEREAS, The Jefferson County Office of Community & Economic Development has developed a list of proposed housing and non-housing projects for the 2011 Action Plan based upon the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to make available to the public according to the Citizens Participation Plan, the proposed list of CDBG housing, CDBG non-housing, HOME, and Emergency Shelter projects for the Proposed 2011 One-Year Action Plan for public comment.

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

Jun-14-2011-424

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic Development Programs; and
WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, The Parker Law Firm, LLC was selected through the Request for Proposals process;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and The Parker Law Firm, LLC to perform said Legal Services in an amount not to exceed \$20,000.00 in support of Jefferson County's Community & Economic Development Programs.

AGREEMENT

THIS AGREEMENT entered into this day of , 2011 by and between Jefferson County, Alabama, hereinafter called "the County", and The Parker Law Firm, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be the date of execution on , 2011.

WHEREAS, the County desires to contract for legal services for the Office of Community & Economic Development, hereinafter called "the Office"; and

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

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

1. EMPLOYMENT OF CONTRACTOR:

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

2. SCOPE OF SERVICES:

The Contractor shall perform all necessary professional legal services provided under this Contract as required by the Office in support of various Programs and activities. These Programs and activities may be funded from several sources including, but not limited to, HOME, Community Development Block Grant (CDBG), Low-Income Housing Tax Credits (LIHTC), Neighborhood Stabilization Program (NSP), Economic Development Administration (EDA) and other public and private funds. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

(A) Preparation of closing documents (notes, mortgages, loan agreements, other security agreements, and all other related documentation) and performing loan closings including ordering and reviewing related reports and documentation (surveys, titles, appraisals, flood certifications and other items incidental to transactions for loans or grants made with federal and/or non-federal funds;

(B) Provide assistance to the Office in devising loan repayment or collection strategies on projects that fail to meet terms of their agreements. Such assistance may include collections, loan modifications, refinances, foreclosures, etc.;

(C) Perform title searches, clear title, which may include the filing of quiet title actions, judicial reformations, judicial foreclosures and lawsuits for adverse possession;

(D) Provide assistance in review, preparation or modification of documents, agreements, policies or opinions;

(E) Act as General Counsel regarding questions and issues which arise from time to time regarding various real estate and other transactions, including closings, collections, foreclosures, security agreements and legal agreements which have previously been entered into or are about to be entered into as a part of Community & Economic Development Programs or projects;

(F) Act as General Counsel for the preparation and negotiation of agreements and other documentation for development, financing, and closings relative to various projects and programs;

(G) General counsel and opinions regarding the legality or propriety of certain actions under the Code of Federal Regulations, the Code of Alabama, or other laws, regulations, or policies;

(H) Litigation as required; and

(I) Perform related tasks or provide services as required for Community & Economic Development projects or programs.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to assist the County, through its Office of Community & Economic Development at any time after the effective date (execution date) of this Contract and shall schedule and undertake technical and professional services requested under this Contract in an expeditious manner. This Agreement may be renewed by the Jefferson County Commission up to three times within a thirty-six

(36) month period. The maximum term and completion date for this Agreement is thirty-six (36) months from the date of execution. The agreement terms are as follows:

Initial: Date of Execution - September 30, 2011 (approximately 4 Months): \$20,000

If renewed, the schedule shall be as follows:

Renewal # 1: October 1, 2011 - September 30, 2012 (12 Months): \$50,000

Renewal # 2: October 1, 2012 - September 30, 2013 (12 Months): \$50,000

Renewal # 3: October 1, 2013 - End of 36 Months (approximately 6 Months): \$30,000

All expenses incurred must be within the terms listed above. All expenses incurred by the end of each term listed above must be submitted within 30 days after the end of such term. If renewed, the per-hour and per-year compensation as shown in "4. Compensation" and in "Attachment A: Rates of Compensation" will remain unchanged. (Attachments on file in the Office of Community & Economic Development)

4. COMPENSATION:

(A) The total amount to be paid to the Contractor for services rendered under this Contract shall not exceed the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) through September 30 2011.

(B) The Contractor shall be reimbursed for the services specified under this Contract at the rate shown in Attachment A, hereby included and made part of this Contract.

(C) Contractor shall bill the Office on a monthly basis for services actually provided. The request for payment shall be on the form provided by the Office and shall detail the dates and hours worked and the services rendered under the terms of this Contract.

5. INDEPENDENT CONTRACTOR:

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for workmen's compensation, FICA taxes, occupational taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, or disability of an applicant, clients, and/or other staff involved.

7. GOVERNMENTAL REGULATIONS

The Contractor's obligations under this Contract are subject to all Governmental priorities, restrictions, or orders now or hereafter in force, including those listed in Attachment B, hereby included and made part of this Contract.

8. MISCELLANEOUS REQUIREMENTS:

Upon execution of this contract, the Contractor shall furnish the Office of Community & Economic Development with their Federal Employment Identification Number, mailing addresses and any other pertinent data required by law.

9. SUSPENSION AND TERMINATION

This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice should the Contractor fail to perform in accordance with the terms of this Contract through no fault of the party initiating the termination. If the Agreement is terminated by the COUNTY as provided herein, the CONTRACTOR will be paid an amount equal to actual work performed prior to the effective date of such termination. In no event shall the CONTRACTOR be entitled to receive compensation for work not actually performed or any amount for lost profit or other economic loss whatsoever.

10. Termination of Agreement for Convenience:

The COUNTY may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished, or unfinished documents and other materials and files with exception of attorney work product shall, at the option of the COUNTY become its property. If the Agreement is terminated by the COUNTY as provided herein, the CONTRACTOR will be paid an amount equal to actual work performed prior to the effective date of such termination. In no event shall the CONTRACTOR be entitled to receive compensation for work not actually performed or any amount for lost profit or other economic loss whatsoever. If this Agreement is terminated due to the fault of the CONTRACTOR, Paragraph (9) hereof, relative to termination, shall apply.

11. XVI. OTHER COUNTY TERMS AND CONDITIONS

A. Liability

1. CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its elected officials and its employees, severally and jointly, from and against all liability from loss, claim, suit, action, damage, or cost of every name and description which the COUNTY may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by CONTRACTOR under this Agreement. This paragraph shall not be interpreted to require CONTRACTOR to indemnify, hold harmless, and defend the COUNTY from any injury, damage, or death caused

by any negligence or breach of Agreement of or by the COUNTY.

2. 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 on behalf of the COUNTY.

B. COUNTY Funds Paid

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

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

C. Administrative Order of the Jefferson County Commission 08-4

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. Developer agrees to comply with Jefferson County Commission Administrative Order 08-4 as follows:

PURPOSE

To give notice to potential contractors that COUNTY is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of COUNTY to require developers, contractors, vendors and suppliers (hereinafter "Developer") providing goods and services to the COUNTY to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires CONTRACTOR'S compliance with federal law shall be incorporated in each bid or offer to do business with the COUNTY and in all contracts and sub-contracts with the COUNTY as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Developer will ensure that qualified applicants are employed, and that said employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the CONTRACTOR'S non-compliance with the equal employment opportunity clause of this Agreement, this Agreement may not be awarded or may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

3. The CONTRACTOR will include the provisions of paragraph (1) in every sub-contract or purchase order.

4. The SUBRECIPIENT shall certify to the COUNTY its compliance with this policy prior to receipt of any contract or business with the COUNTY. The Form is found Attachment "I" of this document which is incorporated herein by reference.

D. Disputes.

Any dispute regarding the interpretation of the terms of this Agreement shall be decided by the COUNTY. The COUNTY's decision shall be final and binding.

E. Non-Assignability

CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY. Any violation is enforceable under the common law of the State of Alabama.

F. 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.

G. Inurement

This agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and newly elected public officials.

H. Compliance

CONTRACTOR shall comply with all Alabama laws applicable to doing business in this state and all city and county ordinances governing the conduct of a non-profit in Jefferson County, Alabama. CONTRACTOR agrees to pay all necessary fees for all required business licenses, permits, payroll taxes, occupational taxes and file any and all tax returns required by federal, state and local laws in a timely fashion.

I. Notice

All notices and other communications permitted or required under or in connection with this agreement shall be in writing, shall be delivered by hand or sent by next day express courier or by certified mail, return receipt requested, to the appropriate party at the following addresses:

Jefferson County, Alabama Office of Community & Economic Development
716 Richard Arrington Jr. Blvd. N., Suite A-430
Birmingham, Al. 35203-0115

The Parker Law Firm, LLC
500 Office Park Drive
Suite 430
Birmingham, Alabama 35223

Any of the names and addresses given above may be changed by notice given as provided herein. Notices delivered by hand shall be effective on the date of delivery if actually delivered to the person whom the notice is addressed; otherwise, such notice shall be deemed effective on the second business day following hand delivery at the address of such party pursuant to this section; notices sent by next day express courier shall be effective on the next business day following the sending and notices sent by certified mail, return receipt requested, shall be effective on the fifth business day after placing such notice in the U.S. Mail, marked certified mail, return receipt requested, postage prepaid, addressed as set out in this section; in all events without regard to whether any such hand delivery, next day express courier or certified mail notice is refused, unclaimed or undeliverable because of an uncommunicated change of address.

J. Amendment of Agreement

This Agreement constitutes the entire Agreement between the COUNTY and CONTRACTOR, and merged into this Agreement are all statements, representations, covenants and agreements, if any, heretofore made with respect to the financing, acquisition, construction/rehabilitation and sale of the residences referred to in the preamble to this Agreement, and all such agreements, if any, not incorporated herein are void and of no force and effect. No change of any term or provision of the Agreement shall be valid or binding unless so amended by written instrument which has been executed and approved by the parties. Any such amendment shall be attached to and made a part of this Agreement. A written request must be made to the COUNTY and an amended agreement will be executed.

IN WITNESS WHEREOF, the parties hereto have executed the above Agreement
this day of , 2011.

Attest:

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

Attest:

THE PARKER LAW FIRM, LLC
Lorrie Maples Parker

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

Jun-14-2011-425

BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be and he hereby is authorized, empowered and directed to execute Change Order Number Two (2) to the Construction Agreement for Adamsville Senior Center Project (CD07-03A-ADS-M3), dated May 4, 2010 between Jefferson County, Alabama and Reidco General Contracting Inc.

The purpose of Change Order Number Two (2) is to increase the construction time an additional two hundred (200) calendar days and an increase of the contract an additional \$7,221.00 for an increase in the scope of work to include adding flashing around mop sink, furnish and install a new free standing 3 compartment sink, remove existing cabinets were the new sink will be installed, cut corian tops to fit around new sink and install backsplash, lay new VCT where cabinets were removed, repair sheetrock and paint wall and wax entire kitchen

floor. The new completion date will be July 3, 2011. This project is from the Program Year 2007.

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

Jun-14-2011-426

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 five (5) weeks beginning June 7, 2011 thru July 12, 2011. 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, Bowman, Carrington and Knight.

Resolution authorizing execution of an agreement with the City of Pinson, Alabama to provide County workforces to do immediate repair, maintenance and/or improvements on Flight Drive was pulled from the agenda.

Jun-14-2011-427

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commission hereby approves a payment, in the amount of \$3,000.00, to the Alabama Department of Transportation for procurement of additional railroad insurance required by CSX Transportation for the I-59/I-20 Reconstruction from Alabama Adventure Parkway to 11th Street North, Project IM-I059(351).

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

Jun-14-2011-428

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: May 27, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44527 01 - in the matter of CONDEMNATION
Jefferson. County vs. Carl Suggs, et al. Tracts 78 - Project No. STPBH-7002(600)

Morgan Road Improvements
Price: \$234,689.00
Pay to the order of: Judge of Probate
Mailing Address: Probate Court
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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye"
Stephens, Brown, Bowman, Carrington and Knight.

Jun-14-2011-429

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: May 27, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44526 01 - in the matter of CONDEMNATION
Jefferson. County vs. Thomas G. Hudson, Jr. et al. Tract 28 - Project No. STPBH-7002(600)
Morgan Road Improvements
Price: \$191,670.00
Pay to the order of: Judge of Probate
Mailing Address: Probate Court
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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye"
Stephens, Brown, Bowman, Carrington and Knight.

Jun-14-2011-430

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: May 27, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44528 01 - in the matter of CONDEMNATION
Jefferson. County vs. Walgreen Co., et al. Tracts 80 and 82 - Project No. STPBH-7002(600)
Morgan Road Improvements

Price: \$53,362.00
Pay to the order of: Judge of Probate
Mailing Address: Probate Court
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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jun-14-2011-431

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: May 12, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44464 01- in the matter of CONDEMNATION
Jefferson. County v. Holmes Oil Company, Inc., et al. Tract No. 6 - Project No. STPBH-7002(600)
Morgan Road Widening Agent: Alan Dodd
Price: \$87,236.50
Pay to the order of: Judge of Probate
Mailing Address: Probate Court
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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jun-14-2011-432

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: May 13, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44448 O 1 - in the matter of CONDEMNATION

Jefferson. County v. Kenny Mack Dodson et. al.

Tract No. 57 - Project No. STPBH-7002(600)

Morgan Road Widening

Price: \$3,240.50
Pay to the order of: Judge of Probate
Mailing Address: Probate Court
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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jun-14-2011-433

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: May 18, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44463 01 - in the matter of CONDEMNATION Jefferson. County v. Henry A. Popee, Personal Representative of the Estate of Cynthia P. Hayes, deceased
Tract No. 18 - Project No. STPBH-7002(600) Morgan Road Widening
Price: \$12,621.50
Pay to the order of: Judge of Probate
Mailing Address: Probate Court
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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jun-14-2011-434

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: May 20, 2011
Purpose: Payment to Allen Bryant for Acquired Right of Way 0.01 acres, more or less
Roadway and Utility Easement Project No. STPBH-7229(602) - Tract No. 37
Tarrant Huffman Road - Site Address: 1726 Enfield Street Agent: Rick Turner
Price: \$500.00
Pay to the order of: Allen Bryant
Mailing Address: 1726 Enfield Street
Birmingham, Al 35217

Fund #4022000000
Bus. Area #5100
GL Object #514100
Fund Center #5100000000
WBS C.931.R
Functional Area: THRO
Check Delivery Code: 84

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

Jun-14-2011-435

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: May 19, 2011
Purpose: Payment to Michael Ibe for 0.07 acres, more or less of roadway/utility easement
Project No. STPBH-7229(602) Tract No. 38 -Tarrant Huffman Road Project
Site Address: 1730 Enfield Street Agent: Rick Turner
Price: \$3,150.00
Pay to the order of: Michael Ibe
Mailing Address: 1730 Enfield Street
Birmingham, Al 35217

Fund #4022000000
Bus. Area #5100
GL Object #514100
Fund Center #5100000000
WBS C.931.R
Functional Area: THRO
Check Delivery Code: 84

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

Jun-14-2011-436

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: May 18, 2011
Purpose: Payment to Marvin Hardy, Jr. for Acquired Right of Way 0.16 acres, more or less
Roadway and Utility Easement contains 0.10 acres, more or less, and the TCE contains 0.02 acres, more or less
Project No. STPBH-7229(602) Tract No. 20
Tarrant Huffman Road - Site Address: 1828 Linthicum Street Agent: Kay Stone
Price: \$11,950.00
Pay to the order of: Marvin Hardy, Jr.
Mailing Address: 3973 Spring Valley Road
Birmingham, Al 35223

Fund #4022000000
Bus. Area #5100
GL Object #514100
Fund Center #5100000000
WBS C.931.R
Functional Area: THRO
Check Delivery Code: 84

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

Jun-14-2011-437

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: May 17, 2011
Purpose: Pay Affordable Storage, LLC
Check to represent sign relocation claim for relocation of two (2) on-premise signs - Tract No. 170010
Project No. STPBH-7002(600) Morgan Road Improvements
Site Address: 3141 Morgan Road, Bessemer, AL 35022 Agent - Alan K. Dodd
Price: \$1,156.75
Pay to the order of: Affordable Storage, LLC
Mailing Address: 3041 Morgan Road
Bessemer, Al 35022

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

Jun-14-2011-438

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: May 17, 2011
Purpose: Pay William J. Sariego - Moving Cost Reimbursement for Tract 29.0010 (Owner) and eligible expenses for Project No. STPBH-7002(600) - Morgan Road Improvements
6182 Twin Oaks Drive SE, Bessemer, AL 35022 Agent - Alan K. Dodd
Price: \$1,550.00
Pay to the order of: William J. Sariego
Mailing Address: 6162 Twin Oaks Drive S. E.
Bessemer, Al 35022

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

Jun-14-2011-439

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director, Roads and Transportation is hereby authorized to provide the Jefferson County Board of Health, its agents, employees, attorneys and contractors, County data, damage assessments and other County records to assist the Board of Health in abating nuisances which resulted from the April 27, 2011 severe weather outbreak.

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

Jun-14-2011-440

WHEREAS, through the Standard Agreement as Sponsor for the Sub-Grantee Agency, Jefferson County, Alabama, through the Jefferson County Office of Senior Citizen Services (OSCS) is allowed to participate in a supplemental grant from the Alabama Department of Senior Services; and

WHEREAS, the grants funds, in the amount of \$79,407, will be used for the State Health Insurance Program (SHIP) to continue to render services to strengthen the capability to provide Medicare eligible individuals information, counseling and assistance regarding insurance information; and

WHEREAS, the grant period is from April 1, 2011 - March 31, 2012.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funds in the amount of \$79,407 from the Alabama Department of Senior Services to continue the SHIP Program in Jefferson County.

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

Jun-14-2011-441

WHEREAS, certain specified positions in the employment of Jefferson County shall be employed at-will as unclassified employees; and

WHEREAS, the Director of Jefferson County Office of Senior Citizen Services is one of these positions; and

WHEREAS, the annual salary for the position of Director of Jefferson County Office of Senior Citizen Services - Classification #94112, Grade 612 - shall be set at \$101,171.20; and

WHEREAS, the Jefferson County Commission wishes to appoint Barbara Shores to serve as the Director of Jefferson County Office of Senior Citizen Services as an at-will appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Barbara Shores as the at-will Director of Jefferson County Office of Senior Citizen Services, effective May 2, 2011, be and hereby is approved.

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

Jun-14-2011-442

WHEREAS, William H. Mullins, III, an employee of the Jefferson County Inspection Services Department request the waiver of the ninety (90) day notice requirement for the Jefferson County Sick Leave Conversion/Retirement Benefit Program.

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

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

Jun-14-2011-443

WHEREAS, the Jefferson County Commission is charged, by the adopting resolution of the Zoning Resolution of Jefferson County, Alabama, with promoting the public health, safety, convenience, order, prosperity, and general welfare of the County through zoning and subdivision regulations; and

WHEREAS, the Land Planning & Development Services Department has conducted research and met with individuals in the coal industry to seek ways of more properly addressing coal mining in the unincorporated territory of Jefferson County; and

WHEREAS, the Jefferson County Commission has received a recommendation from the Jefferson County Planning & Zoning Commission, having duly held a public hearing regarding proposed amendments to the Zoning Resolution that would allow underground mining and related facilities in a district previously reserved for surface (strip) mining only, as well as relax certain requirements pertaining to the parking areas for such facilities; and

WHEREAS, the Jefferson County Commission-has also received a recommendation from the Planning & Zoning Commission to amend the Zoning Resolution to allow recreational vehicles and travel trailers to occupy vacant spaces in mobile home parks.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that said Commission shall also hold a public hearing, in the regular County Commission meeting to be held on Tuesday, July 12, 2011, following proper notice and advertisement thereof, to receive comments regarding the attached proposed amendments to the Zoning Resolution of Jefferson County, as relates to coal mining and mobile home parks.

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

Jun-14-2011-444

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-2011-005 Glenn E. and Bonnie M. Hicks, owners; Karen and Eric Bonham, agent. Change of zoning on Parcel ID# 11-9-2-0-8 Section 9 Twp 16 Range 1 East from A-1 (Agriculture) to C-P (Preferred Commercial) for an office building. (Case Only: 8040 Gadsden Highway; Trussville, AL 35173) (TRUSSVILLE) (4.1 Acres M/L)

RESTRICTIVE COVENANTS: 1. the office building is to be oriented so that the rear shall face the west property line (abutting the Peppertree Subdivision), and all access and parking area shall be confined to the east of the building; 2. all access to the property must be approved by the Alabama Department of Transportation; 3. a minimum 40-foot natural and planted buffer shall be maintained in its undisturbed natural state along the western length of the property (i.e., side and rear property lines); 4. free-standing signage shall be limited to monument signage only; 5. all exterior lighting shall be directed down on to property, and away from any residential development; 6. dumpsters shall be placed on the east side of the property with the parking lot; and, 7. windows and doors notwithstanding, the entire face of each exterior wall of the office building shall be brick or rock.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2011-005 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jun-14-2011-445

WHEREAS, the polling location of Bethel Baptist Church (Precinct 6008) located at 1708 Spencer Avenue, Birmingham, AL 35214 was destroyed by April 27, 2011 tornados; and

WHEREAS, Daniel Payne Middle School located at 1500 Daniel Payne Drive, Birmingham, AL 35214 has better access, more parking and more handicap parking to accommodate all voters; and

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

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to change the polling location of Bethel Baptist Church to Daniel Payne Middle School, be and hereby is approved.

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

Resolution to acknowledges and agreement between Jefferson County Emergency Management Agency ("EMA") Council and Disaster Design Consulting to provide design, development, conduct and evaluate a full scale operational based hazmat exercise was pulled from the agenda.

Jun-14-2011-446

WHEREAS, Mrs. Denise Trimmier wishes to be appointed to the Vacation Leave Bank Committee beginning June 14, 2011; and

WHEREAS, Mrs. Denise Trimmier desires to serve on the Vacation Leave Bank Committee as District III's appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Mrs. Denise Trimmier is hereby

appointed to serve on the Vacation Leave Bank Committee filling an unexpired term beginning June 14, 2011 and ending September 30, 2011.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
6/14/2011

| Profit Ctr | Vendor # | Name | Text | Business Area | Amount | Doc No |
|-------------|----------|-------------------------|--|----------------------------|----------|------------|
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | PURCHASED STAMPS FOR SEWER BLG AND BD OF REGISTRAR | GEN SVCS: ADMIN | 121.51 | 1900050236 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | REFUNDED FOR KEY DEPOSIT FOR JESSIE LUMPKIN | GEN SVCS: ADMIN | 5.00 | 1900050466 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | CORONER SUPPLIES DURING TORNADO COVERAGE | CORONER/MED EXAMINER | 172.80 | 1900050467 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | PURCHASED STAMPS FOR SEWER BLG AND RAIN JACKETS | GEN SVCS: ADMIN | 149.00 | 1900050603 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | REFUND FOR TRAVEL EXPENSES | GEN SVCS: ADMIN | 15.79 | 1900050471 |
| *DISTRICT 1 | | | | | 464.10 | |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | CDL RENEWAL & PESTICIDE APPLICATOR PERMIT | R&T: HWAY MAINT-BESS | 120.00 | 1900050256 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | CDL RENEWAL, FLASH DRIVES, NUTS FOR CHAINSAW | R&T: HWAY MAINT-KET | 69.27 | 1900050587 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | 14"CABLE TIES & HITCH PINS | R&T: BRIDGE MAINT/CON | 96.96 | 1900050598 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | WRENCHES, TAPPED EXTRACTOR FOR CAMP BESSEMER | R&T: HWAY MAINT-BESS | 78.72 | 1900050618 |
| *DISTRICT 2 | | | | | 364.95 | |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | REIMB. RET. TRAVEL-B. THOMPSON-AUDIT | REVENUE | 7.83 | 1900049989 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | FUEL FOR COUNTY VEHICLE | SHERIFF ENFORCE-BHAM | 53.00 | 1900049974 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | FLASHLIGHTS, GLOVES, BATTERIES (EMER SUPPLIES) | SHERIFF ENFORCE-BHAM | 298.92 | 1900050609 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | PROBATED LEVIES/CIVIL DIVISION | SHERIFF ENFORCE-BHAM | 20.00 | 1900050596 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | ALLEN: SERIAL PRINTER ADAPTERS | INFO TECH: NETWORK SUPP | 15.68 | 1900050465 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | ALLEN: NETWORK CARD, USB CABLE | INFO TECH: NETWORK SUPP | 150.29 | 1900050757 |
| DISTRICT 3 | 1000194 | GENERAL RETIREMENT SYS | JONATHAN B. LOWE-MILITARY CONVERSION | SHER CORRECT-BHAM | 76.08 | 1900050815 |
| DISTRICT 3 | 1000194 | GENERAL RETIREMENT SYS | JOHN LEON JR.-MILITARY CONVERSION | SHERIFF ENFORCE-BHAM | 721.04 | 1900050803 |
| DISTRICT 3 | 1000194 | GENERAL RETIREMENT SYS | CARL D BENEFILED-MILITARY CONVERSION | SHERIFF ENFORCE-BHAM | 757.00 | 1900050808 |
| DISTRICT 3 | 1001855 | WILEY E SToudenMIRE | REIMB. MILEAGE-WES SToudenMIRE- MARCH | REVENUE | 130.82 | 1900050482 |
| DISTRICT 3 | 1003510 | EDGAR RAY WOODIS JR | RETURN TRAVEL-AUDIT-E. WOODIS-4/24/2011 | REVENUE | 57.46 | 1900050620 |
| DISTRICT 3 | 1007938 | U S BANK | ADMINISTRATIVE FEE GO 2004-A 4/1/11-3/31/12 | FINANCE ADMIN | 1,575.00 | 1900050555 |
| DISTRICT 3 | 1027789 | HENDERSON & ASSOC COURT | CV-09-1518 TRANSCRIPT PER ADA RIGDON | BD OF EQUAL - BHAM STATE | 304.25 | 1900050272 |
| *DISTRICT 3 | | | | | 4,167.37 | |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | 2011 ALA ASS OF FLOODPLAIN MANAGERS-JEFF GUNTER | LAND DEV | 25.00 | 1900049704 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | EMA - FOOD, PROPANE, REPAIRS & PARTS | EMA | 860.90 | 1900050300 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | AMT DUE JUDGE KING/TRAVEL REIMBURSEMENT | PROBATE COURT | 1.00 | 1900050168 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | EMA - FEMA DR-1971 FOOD, BOX FANS | EMA | 744.61 | 1900050660 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | EMA - FOOD FOR FEMA DR-1971 EOC ACTIVATION | EMA | 240.93 | 1900050588 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | EMA - FOOD FOR EOC ACTIVATION TORNADO WARNING | EMA | 213.15 | 1900050461 |
| DISTRICT 4 | 1000600 | FAMILY COURT OF BHAM | CHECKS FOR REGULAR SUPPORT ACCOUNT | FC CLERKS OFFICE | 280.53 | 1900050627 |
| *DISTRICT 4 | | | | | 2,366.12 | |
| DISTRICT 5 | 1000032 | ALABAMA MESSENGER | ALABAMA MESSENGER FOR LEGAL AD | COMMISSION SUPPORT | 334.80 | 1900050859 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | PARKING FEE REIMBURSEMENT-BYNER V. JEFFCO DEPO | COUNTY ATTORNEY | 3.00 | 1900050589 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | TABLE CLOTH RENTAL - CM CANDIDATE INTRO. | COMMISSION SUPPORT | 41.89 | 1900050760 |
| DISTRICT 5 | 1020403 | TAMARA R BROWN | TUITION REIMBURSEMENT FOR TAMARA BROWN | PER BD BUS SYS & REPORTING | 600.00 | 1900050769 |
| DISTRICT 5 | 1026861 | W D CARRINGTON | COUNTY MANAGER SEARCH | COMMISSION SUPPORT | 340.40 | 1900050874 |
| DISTRICT 5 | 1026862 | PASCAL CAPUTO | CM SEARCH (BOTTEGA) | COMMISSION SUPPORT | 523.10 | 1900050877 |
| *DISTRICT 5 | | | | | 1,843.19 | |
| ** | | | | | 9,205.73 | |

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

Jun-14-2011-447

WHEREAS, it is the intent of the Jefferson County Commission that the monies received from the Indigent Care Fund and the operations of Cooper Green Mercy Hospital be segregated from the County's General Fund and used solely for the purpose of providing health care to the indigent citizens of the County and the operations of the Hospital; and

WHEREAS, it is the intent of the Jefferson County Commission that Cooper Green Mercy Hospital operate exclusively from the revenue it generates and from available revenue in the County Indigent Care Fund in accordance with Alabama law; and

WHEREAS, in furtherance thereof the Jefferson County Commission desires to establish certain cash management procedures for the operation of Cooper Green Mercy Hospital.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the following procedures are established for the management of cash receipts and disbursement by Cooper Green Mercy Hospital:

- (1) The County Chief Financial Officer shall establish and maintain a separate revenue account to hold the Indigent Care Funds until disbursed by Cooper Green Hospital
- (2) The County Director of Revenue and/or Tax Collector shall deposit receipts for the Indigent Care Fund into that account
- (3) The County Treasurer shall establish and maintain a separate revenue account to hold the patient and other receipts of Cooper Green Hospital until disbursed by the Hospital
- (4) During any week that payroll is processed for Cooper Green Hospital employees, a report shall be generated from the payroll system indicating the amount of funds required to be disbursed for payroll. This report shall be forwarded to the designated person at the Hospital for review
- (5) The Hospital shall approve the amount to be disbursed for payroll no later than noon on Wednesday. Additionally, the Hospital shall provide a memo directing the County Chief Financial Officer and/or Treasurer to transfer needed funds to cover the

payroll from the Indigent Care Fund account first and/or the Cooper Green Hospital revenue account to the General Fund operating account

- (6) On a weekly or more frequent basis as required, the County Accounts Payable department shall produce a report for Cooper Green Hospital of all vendor payments that are due that week. This report shall be forwarded to the designated person at the Hospital for review. This report shall be delivered to the Hospital no later than 9:00 am on the day of the check run (Thursday).
- (7) The Hospital shall approve the disbursements and verify availability of funds in the Indigent Care Fund and/or Cooper Green Hospital revenue accounts no later than noon on the day of the check run (Thursday). Additionally, the Hospital shall provide a memo directing the County Chief Financial Officer and/or Treasurer to transfer needed funds to cover the disbursements from the Indigent Care Fund account first and/or the Cooper Green Hospital revenue account to the General Fund operating account
- (8) On a monthly basis, Cooper Green Hospital shall pay to the Commission General Fund 80% of the indirect charges due thereto. This amount shall be 1/12 of the budgeted amount for the Fiscal Year, plus any direct charges for costs incurred.
- (9) In the event that there are insufficient funds needed to pay all required disbursements for the week (payroll first and vendor payments second), the Hospital will determine which vendors will be delayed in receiving payment and make any necessary arrangements with such vendors regarding such delay.
- (10) Under no circumstances shall Indigent Care Funds be used for purposes other than providing health care to the indigent citizens of the County.
- (11) Under no circumstances shall Cooper Green Hospital receipts be used for purposes other than to operate Cooper Green Mercy Hospital.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that all County officials and employees shall follow the procedures established herein.

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

Jun-14-2011-448

WHEREAS, a natural disaster occurred on April 27, 2011; and

WHEREAS, the Jefferson County Emergency Management Agency has responded to the disaster and incurred significant costs; and

WHEREAS, the Jefferson County Commission has contracted with an outside vendor to assist in cleanup effort of the storm; and

WHEREAS, the Federal Emergency Management Agency and the State of Alabama have agreed to provide significant reimbursement for the cleanup costs .

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the following actions be taken to both account for the costs of the cleanup effort and provide funding for the costs:

- 1) The Chief Financial Officer is directed to create a new Business Area code for the accumulation of costs and reimbursements related to the cleanup. The code shall be added to the EMA Fund (Fund 5063000000). All costs and reimbursement, regardless of the originating department, shall be accounted for using this code, classifying the costs in the appropriate expenditure and/or revenue accounts as necessary,
- 2) An initial budget amendment shall be made to provide funding for the estimated costs of the cleanup. The amendment shall be to increase Reimbursement Revenue in Fund 5063000000 Business Area 4550 by \$25,000,000. The corresponding expenditure amendment shall be to increase Other Outside Services in Fund 5063000000 Business Area 4550 by \$25,000,000.
- 3) Future budget amendments are hereby authorized in order to allocate costs to more appropriate expenditure categories as required provided that the total of all cost categories does not exceed \$25,000,000.

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

Jun-14-2011-449

WHEREAS, it is the intent of the Jefferson County Commission that indirect costs be allocated between County Funds as accurately as possible; and

WHEREAS, the Jefferson County Commission has contracted with an outside vendor to calculate the indirect cost associated with each fund; and

WHEREAS, the Fiscal Year 2009 cost allocation was developed based on past data, with a cost increase factor which was applied to the data.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the indirect cost allocation indicated below for Fiscal Year 2009 is hereby ratified and confirmed:

| Fund | Amount |
|----------------------------|---------------|
| General Fund | \$ 27,606,515 |
| Community Development | 389,993 |
| Home Grant Fund | 23,326 |
| Indigent Care Fund | 7,013 |
| Bridge and Public Building | 8,710 |
| Debt Service | 91,462 |
| EMA | 116,922 |
| Pension Board | 78,497 |
| Cooper Green Hospital | 2,025,780 |
| JRHC | 1,722,623 |
| Landfill | 773,455 |
| Sanitary Operations | 5,241,166 |
| | \$ 38,085,462 |

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

BUDGET TRANSACTIONS

A - POSITION CHANGES AND/OR REVENUE CHANGES

- (1) Roads & Transportation \$705,004.40

Increase revenue and expenditures to record an 80% reimbursement from ALDOT for the purchase of additional right-of-way for the Morgan Road Widening Project.

- (2) Finance \$0

Add an unclassified (at-will) Finance Director. Annual salary requested by Appointing Authority is \$150,000.

- (3) Office of Senior Citizen Services \$0

Add an unclassified (at-will) Director of Office of Senior Citizen Services and delete a classified Director of Office of Senior Citizen Services (Gr. 34). Annual salary requested by Appointing Authority is \$101,171.

B. OTHER BUDGET TRANSACTIONS

- (4) Roads & Transportation - Fleet Management \$12,000

Shift funds and add purchasing memorandum to purchase and air-conditioning unit for Fleet Central Shop.

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

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Cooper Green Hospital (3 Participants)

| | |
|--|------------|
| Daketha Fancher | \$200.00 |
| Patricia Johnson | \$200.00 |
| Eva Dancy | \$200.00 |
| Fetal Monitoring Workshop Birmingham, AL - May 4-5, 2011 | |
| Emergency Management Agency (2 Participants) | |
| Annette Davis | \$700.51 |
| Horace Walker | \$700.51 |
| 2011 Gulf States Hurricane Conference New Orleans, LA - May 31-June 3, 2011 | |
| Personnel Board (2 Participants - For Information Only) | |
| Josh Gilliam | \$49.50 |
| Pete Blank | \$49.50 |
| "Leading at the Speed of Trust" Seminar Birmingham, AL - June 7, 2011 | |
| INDIVIDUAL STAFF DEVELOPMENT | |
| Commission | |
| Pascal Caputo | \$119.63 |
| Legislative Session Montgomery, AL - April 5-6, 2011 | |
| Cooper Green Hospital | |
| Sandra Hullett, MD | \$995.00 |
| National Association of Public Hospitals 2011 Annual Conference Chicago, IL - June 22-24, 2011 | |
| Family Court | |
| Anna Sparks | \$144.80 |
| 13 th Annual LADCP Conference New Orleans, LA - April 26-29, 2011 (Additional expense for previously approved travel) | |
| Revenue | |
| Bruce Thompson | \$1,955.76 |
| Audit Dallas & Houston, TX - July 6-23, 2011 | |
| Wesley Scott Moore | \$2,049.37 |
| Audit Omaha, NE and Pittsburgh, KS - June 25 - July 2, 2011 | |
| Bruce Thompson | \$1,951.42 |
| Audit Menomonee Falls and OshKosh, WI - August 13-21, 2011 | |
| Roads and Transportation | |
| Gregory Mike Key | \$1,494.30 |
| 2011 IRWA Right of Way Conference Atlanta, GA - June 12-16, 2011 | |
| Natalie Komegay | \$250.00 |
| Project Management and Roadway Design Workshops Pelham, AL - May 26 and June 2, 2011 | |
| Personnel Board (For Information Only) | |
| Tiffany Owens | \$60.00 |
| Samford University 2011 Career Fair Birmingham, AL - March 3, 2011 | |

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

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

Jun-14-2011-450

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Alabama Act 2011-70, there is hereby established the appointed at-will position of Director of Finance which shall be compensated at a bi-weekly salary of \$5,769.23. The Director

of Finance shall receive the same benefits available to employees in the classified service.

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

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

Week of 05/12/11- 05/18/11

RECOMMENDED FOR:

1. COMMUNITY AND ECONOMIC DEVELOPMENT FROM SOUTHERN REMODELING, ADGER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR BRENDA DUNKLIN.
SAP PURCHASE ORDER # 2000053974 \$2,300.00 TOTAL REFERENCE BID # 54-11 (3/8/11 - 3/7/12)
2. COOPER GREEN MERCY HOSPITAL, JEFFERSON COUNTY JAIL AND YOUTH DETENTION FROM EVANS MEATS, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE FRESH MEATS PURCHASES FOR THE PERIOD OF 7/1/11 - 6/30/12. REFERENCE BID # 131-10 EST. \$225,000.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL, FAMILY COURT, YOUTH DETENTION, JEFFERSON COUNTY JAIL AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM BUFFALO ROCK, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE DISPENSING MACHINE SUPPLIES FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 1288-10 EST. \$10,000.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL, FAMILY COURT, YOUTH DETENTION, JEFFERSON COUNTY JAIL AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM HOSTESS BRANDS-INTERSTATE BAKERIES CORPORATION, BIRMINGHAM, AL, TO AWARD CONTRACT FOR REPETITIVE BREAD/ROLLS PURCHASES FOR THE PERIOD OF 7/9/11 - 7/8/12. REFERENCE BID # 85-I 1 EST. \$101,048.43 TOTAL
5. JEFFERSON COUNTY COMMISSION USER DEPARTMENTS FROM CRYSTAL MOUNTAIN SPRING WATER, HUNTSVILLE, AL, TO RENEW CONTRACT FOR BOTTLE WATER, CUPS AND COOLER RENTAL FOR THE PERIOD OF 10/1/11 - 09/30/12. REFERENCE BID # 209-09 EST. \$6,500.00 TOTAL
6. GENERAL SERVICES FROM GLIDDEN PROFESSIONAL PAINT, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE PAINT AND RELATED ITEMS PURCHASES FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 108-09 EST. \$15,000.00 TOTAL
7. ROADS AND TRANSPORTATION FROM SUNSHINE SUPPLIES, COLUMBIA, TN, TO RENEW CONTRACT FOR REPETITIVE SILT FENCE AND ACCESSORIES PURCHASES FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 69R-09 EST. \$15,000.00 TOTAL
8. ROADS AND TRANSPORTATION FROM HELENA CHEMICAL, SELMA, AL, TO RENEW CONTRACT FOR REPETITIVE HERBICIDE CHEMICALS PURCHASES FOR THE PERIOD OF 10/1/10 - 9/30/12.
REFERENCE BID # 31-09 EST. \$85,000.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL, FAMILY COURT, YOUTH DETENTION, JEFFERSON COUNTY JAIL AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM ABBOTT NUTRITION, COLUMBUS, OH, TO RENEW CONTRACT FOR REPETITIVE NUTRITIONAL SUPPLEMENTS PURCHASES FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 194-10 EST. \$36,000.00 TOTAL
10. JEFFERSON COUNTY USER DEPARTMENTS AND PACA MEMBERS FROM BUDGET JANITORIAL SUPPLY INCORPORATED, PELHAM, AL, TO AWARD CONTRACT FOR PAPER AND PLASTIC BAGS.
REFERENCE BID # 72-11 EST. \$14,464.25 TOTAL
11. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM BIRMINGHAM TITLE SERVICES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR TITLE SERVICES FOR ONE (1) ADDITIONAL YEAR FOR THE PERIOD OF 6/1/11 - 5/31/12.
REFERENCE BID # 150-09 EST. \$15,000.00 TOTAL
12. GENERAL SERVICES ADMINISTRATION FROM LERCH BATES AND ASSOCIATES, LITTLETON, CO, OPEN CONTRACT PURCHASE ORDER FOR RENEWAL OF ELEVATOR MAINTENANCE AUDITOR SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/1/11 - 6/30/11. SAP PURCHASE ORDER # 2000055114 EST. \$50,705.00 TOTAL
REFERENCE BID # 51-09

13. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM WAYNE EVANS AUCTION COMPANY, COLUMBUS, GA, TO AWARD CONTRACT FOR AUCTIONEER SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/15/11 - 4/15/12. REFERENCE BID # 103-11 COMMISSION PAID TO VENDOR IS FOUR PERCENT OF GROSS PROCEEDS.
14. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM LIFE GAS LLC, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES FOR MICROBIOLOGY. SAP PURCHASE ORDER # 2000049336 \$180.00 TOTAL REFERENCE BID 18-10
15. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM QUALITY PLUS MEDICAL SERVICE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER INVOICES FOR CURRENT FISCAL YEAR 2010 - 2011. SAP PURCHASE ORDER # 2000049784 \$20,000.00 TOTAL REFERENCE BID # 216-09
16. GENERAL SERVICES ADMINISTRATION FROM FILTER SERVICE COMPANY INCORPORATED, TUSCALOOSA, AL, TO AWARD CONTRACT FOR AIR FILTERS. REFERENCE BID # 105-11 EST. \$103,343.27
TOTAL
17. ROADS AND TRANSPORTATION FROM TEMPLE INCORPORATED, DECATUR, AL, TO PURCHASE THREE (3) SECTION POLY SIGNALS WITH LEDS (TRAFFIC LIGHTS) SAP PURCHASE ORDER # 2000055152 \$10,800.00 TOTAL
18. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER, FAMILY COURT, YOUTH DETENTION AND JEFFERSON COUNTY JAIL FROM BARBER MILK LLC, BIRMINGHAM, AL, TO AWARD CONTRACT FOR REPETITIVE MILK AND RELATED PRODUCTS PURCHASE FOR THE PERIOD OF 8/1/11 - 7/31/12. REFERENCE BID # 100-11 EST. \$802,430.25 TOTAL
19. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FISCAL YEAR 10/1/10 - 9/30/11 FOR LEGAL AND DISPLAY ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000048955 \$12,000.00 TOTAL

REPORTED FOR:

1. RISK MANAGEMENT - OCCUPATIONAL HEALTH DIVISION FROM PURE SAFETY INCORPORATED, FRANKLIN, TN, TO PAY INVOICE FOR ANNUAL SUPPORT AND MAINTENANCE FOR PROGNOS SOFTWARE USED TO ENTER AND TRACK INJURIES AND WORKER'S COMPENSATION INFORMATION FOR THE PERIOD OF 6/30/10 - 6/29/11. SAP PURCHASE ORDER # 2000055093 \$1,573.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER CAPITAL, PALATINE, IL, TO PAY INVOICE FOR LEASE OF CHEMISTRY ANALYZERS. SAP PURCHASE ORDER # 2000055156 \$17,667.85 TOTAL REFERENCE BID # 109-05
NEW BID 203-10R CURRENTLY BEING EVALUATED FOR TERMS AND CONDITIONS BY COUNTY ATTORNEY.
3. INFORMATION TECHNOLOGY FROM A T & T, BIRMINGHAM, AL, TO PAY INVOICES THAT PROVIDE DATA COMMUNICATIONS DRY FIBER, METRO ETHERNET LINES TO 39 LOCATIONS FOR THE CONTRACT PERIOD OF 10/1/10 - 4/10/11. SAP SHOPPING CART # 1000147379 \$281,032.71 TOTAL REFERENCE BID # 320-05
CLARITY CONTRACT # CON-0002454 (WAITING APPROVAL OF CONTRACT EXTENSION.)
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM KIMTEK CORPORATION, ORLEANS, VT, TO PURCHASE FOUR (4) FIRELITE UNITS AND FOUR (4) MEDLITE UNITS. SAP PURCHASE ORDER # 2000055189 \$39,800.00 TOTAL REFERENCE BID # 140-11

For Week of 05/19/11 - 05/25/11

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM STRYKER CORPORATION, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MATTRESS AND BED RENTALS. SAP PURCHASE ORDER # 2000054816 \$10,000.00 TOTAL REFERENCE BID # 25-10
2. GENERAL SERVICES, COOPER GREEN MERCY HOSPITAL, ENVIRONMENTAL SERVICES, BIRMINGHAM SHERIFF'S DEPARTMENT, JEFFERSON REHABILITATION AND HEALTH CENTER AND PACA MEMBERS FROM MCCAIN UNIFORMS, RECOMMENDATION FOR A SIXTY (60) DAY CONTRACT EXTENSION FOR WORK UNIFORMS UNTIL A NEW CONTRACT IS IN PLACE. REFERENCE BID # 151-08 EST. \$10,000.00 TOTAL
3. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM ZEP SALES AND SERVICE, ATLANTA, GA, TO AWARD CONTRACT FOR ASPHALT SOLVENT AGENT CITRUS SOLUTION CONCENTRATE FOR THE PERIOD OF 06/01/2011 to 05/31/2012. REFERENCE BID # 126-11 EST. \$50,112.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL, FAMILY COURT, YOUTH DETENTION, JEFFERSON COUNTY JAIL AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM CENTRAL PAPER, BIRMINGHAM, AL, TO AWARD CONTRACT FOR REPETITIVE FOOD SERVICE DISPOSABLE SUPPLIES FOR THE PERIOD OF 6/22/11 - 6/21/12.

- REFERENCE BID # 99-11 EST. \$90,000.00 TOTAL
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM LKQ CORPORATION, TRAFFORD, AL, FOR TRANSMISSION ASSEMBLY. SAP PURCHASE ORDER # 2000055298 \$6,000.00 TOTAL
 6. COOPER GREEN MERCY HOSPITAL, FAMILY COURT, YOUTH DETENTION, JEFFERSON COUNTY JAIL AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM COCA-COLA UNITED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR SOFT DRINKS FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 84-11
EST. \$11,580.00 TOTAL
 7. ROADS AND TRANSPORTATION FROM UNIVERSAL SEED AND SUPPLY, BIRMINGHAM, AL, TO AWARD CONTRACT FOR SEED AND FERTILIZER FOR THE PERIOD OF 6/14/11- 6/13/12. REFERENCE BID # 101-11
EST. \$36,208.00 TOTAL
 8. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM TISCO SURGICAL INSTRUMENTS, HICKSVILLE, NY, FOR THE PURCHASE OF SURGICAL INSTRUMENTS. SAP PURCHASE ORDER # 2000053903 \$4,743.30 TOTAL
REFERENCE BID # 110-11R (6/14/11-9/30/11)
 9. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM GOODRUM INTERNATIONAL, FORT WORTH, TX, FOR THE PURCHASE OF SURGICAL INSTRUMENTS. SAP PURCHASE ORDER #'s 2000053902, 2000055386, 2000054057
\$7,465.80 TOTAL REFERENCE BID # 110-11R (6/14/11 -9/30/11)

REPORTED FOR:

1. EMERGENCY MANAGEMENT (EMA) FROM WOOD-FRUITTICHER GROCERY COMPANY, BIRMINGHAM, AL, FOR EMERGENCY FOOD PURCHASE FOR THE BIRMINGHAM BAPTIST ASSOCIATION FEEDING TRAILER. FEMA DR-1971 BBA FOOD 2671429, FEMA DR-1971 BBA FOOD 2671433. SAP PURCHASE ORDER # 2000055358
\$10,481.77 TOTAL FEMA DR-1971
2. EMERGENCY MANAGEMENT (EMA) FROM SUNBELT RENTALS INCORPORATED, ATLANTA, GA, TO PAY INVOICES FOR RENTAL SERVICES AT VARIOUS FEMA LOCATIONS. SAP PURCHASE ORDER # 2000055359
\$9,437.68 TOTAL FEMA DR-1971
3. EMERGENCY MANAGEMENT (EMA) FROM SUNBELT RENTALS INCORPORATED, ATLANTA, GA, TO PAY INVOICES FOR RENTAL SERVICES AT VARIOUS FEMA LOCATIONS. SAP PURCHASE ORDER # 2000055363
\$5,419.45 TOTAL FEMA DR-1971
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MCPHERSON OIL COMPANY, CHARLOTTE, NC, TO PAY INVOICES FOR FUEL AT VARIOUS FEMA LOCATIONS. SAP PURCHASE ORDER # 2000055364
\$8,112.18 TOTAL FEMA DR-1971
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MCPHERSON OIL COMPANY, CHARLOTTE, NC, TO PAY INVOICES FOR FUEL AT VARIOUS FEMA LOCATIONS. SAP PURCHASE ORDER # 2000055365
\$254.49 TOTAL FEMA DR-1971
6. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAILERS BY DALE SALE INCORPORATED, MOODY, AL, FOR SEVEN (7) UTILITY TRAILERS. SAP PURCHASE ORDER # 2000055383 \$27,174.00 TOTAL
REFERENCE BID # 151-11 FEMA DR-1971

For Week of 05/26/11- 06/01/11

RECOMMENDED FOR:

1. GENERAL SERVICES ADMINISTRATION FROM INDUSTRIAL FIRE AND SAFETY EQUIPMENT INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FIRE EXTINGUISHER MAINTENANCE AND REPAIR. SAP PURCHASE ORDER # 2000048284 \$9,500.00 TOTAL
REFERENCE BID # 299-08
2. FAMILY COURT FROM ISECURETRAC, OMAHA, NE, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE ELECTRONIC MONITORING PROGRAM. SAP PURCHASE ORDER # 2000048188
\$9,000.00 TOTAL REFERENCE BID # 120-10 (7/1/10 - 8/31/11)
3. YOUTH DETENTION AND BIRMINGHAM JAIL FROM CHARM-TEX, BROOKLYN, NY, RECOMMENDATION TO AWARD CONTRACT FOR LADIES UNDER GARMENTS. REFERENCE BID # 115-11 EST. \$5,000.00 TOTAL
4. GENERAL SERVICES FROM LERCH BATES INCORPORATED, NORCROSS, GA, CONTRACT RENEWAL FOR ELEVATOR MAINTENANCE AUDITOR FOR THE PERIOD OF 1/1/11 -12/23/11. REFERENCE BID # 51-09
EST. \$149,728.23 TOTAL
5. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM DIAGNOSTIC STAGO, PARSIPPANY, NJ, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR COAGULATION ANALYZERS AND

SUPPLIES (11/16/11 - 9/30/11). SAP PURCHASE ORDER # 2000049754 \$1,800.00 TOTAL
REFERENCE BID # 111-06 SIXTY (60) MONTH CONTRACT.

REPORTED FOR:

1. INFORMATION TECHNOLOGY FROM A T & T, BIRMINGHAM, AL, TO PAY INVOICES THAT PROVIDE DATA COMMUNICATIONS DRY FIBER, METRO ETHERNET LINES TO THIRTY-NINE (39) LOCATIONS FOR THE CONTRACT PERIOD OF 5/1/11- 5/31/11. SAP SHOPPING CART # 1000147379 \$35,358.86 TOTAL
REFERENCE BID # 320-05 REFERENCE CONTRACT # 00002454
CONTRACT AMENDMENT IN ROUTE FOR APPROVAL.
2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM CINTAS-FIRST AID AND SAFETY, CINCINNATI, OH, FOR FIRST AID SUPPLIES ALREADY REPLENISHED. SAP PURCHASE ORDER # 2000055490 \$107.11 TOTAL
3. COOPER GREEN MERCY HOSPITAL - DATA PROCESSING FROM ARRAY SOFTWARE, BIRMINGHAM, AL, TO PAY INVOICES THAT PROVIDE TASK SOFTWARE MAINTENANCE AND TASK+DTS CONVERSION SUPPORT FOR THE PERIOD OF 5/1/10 AND 10/1/10 - 5/1/11. SAP SHOPPING CART # 1000151133 \$1,282.50 TOTAL
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR CHEMISTRY ANALYZERS. SAP PURCHASE ORDER # 2000055274 \$42,093.00 TOTAL
REFERENCE BID # 109-05 NEW BID 203-10R IS UNDER REVIEW BY THE COUNTY ATTORNEY.

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

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

Jun-14-2011-451

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 AT&T to provide data communications dry fiber, metro ethernet lines to 38 County locations for FY2010/2011 in the amount of \$134,975.09.

CONTRACT NO.: 40002454

Contract Amendment No. 1

This Amendment to Contract entered into the 31st March 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and AT&T, hereinafter referred to as the "Contractor" to provide Data Communication Dry Fiber, Metro Ethernet Lines to 38 locations.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 320-05. The Contract between the parties referenced above, which was approved by the Commission on June 7, 2006 and recorded in Minute Book 151, 200 is hereby amended as follows:

Item3. Amend Term of Contract:

October 1, 2010 thru September 30, 2011

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Cassandra L. Neal, Cust. Contracts Specialist

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Computer Products & Supplies International to provide annual maintenance for Castelle fax server for the period July 1, 2011 - June 30, 2012 in the amount of \$3,853.

CONTRACT-NO.: 0002353

PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT entered into this 0 January 2011, by and between Jefferson County Alabama, hereinafter called "the County", and COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL called "the Contractor". The effective date of this agreement shall be July 1, 2011.

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

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

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

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

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

| PRODUCT DESCRIPTION | ANNUAL PRICE |
|------------------------------|--------------|
| CASTELLE FAQ SERVER | |
| PART NO. CPFPPG66800310I-A-I | |
| SERIAL NO.81400103 | \$ 3,353.00 |

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

4. COMPENSATION: The Contractor shall be compensated for the professional service and support a sum of \$ 3,853.00; payment terms are Net 30.

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

6. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

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

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

10. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of tire contracting par included in this agreements negligent acts errors or omissions including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or

representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

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

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

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

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

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

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

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA
David Carrington, President
Jefferson County Commission
COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL
Sandi Falsetti
National Accounts Manager

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

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 Coleman Technologies, Inc. to provide annual maintenance and support for Cisco Iron Port Ducal E-mail Security Bundle for the period June 12, 2011 - June 11, 2012 in the amount of \$40,062.

CONTRACT NO.: 00002426

Contract Amendment No. 1

This Amendment to Contract entered into the 4th day of April 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Coleman Technologies Inc d/b/a Presidio Networked Solutions Inc., hereinafter referred to as the "Contractor" to provide Cisco Iron port Dual Email Security Bundle.

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 Sid No. 139-10. The Contract between the parties referenced above, which was approved by the Commission on July 6, 2010; recorded in Minute Book 160, Page 176-177 is hereby amended as follows:

Item3. Amend Term of Contract:

June 12, 2011 through June 11, 2012

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

WITNESS:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

WITNESS:

COLEMAN TECHNOLOGIES, INC D/B/A

PRESIDIO NETWORKED SOLUTIONS INC.

Darryl Stacner,

Business Development Manager

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

Jun-14-2011-454

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 Strategic Allied Technologies, Inc. to provide annual maintenance of internet filter software for the period July 1, 2011 - June 30, 2012 in the amount of \$25,417.55.

CONTRACT NO: 00002619

Contract Amendment No. 1

This Amendment to Contract entered into the 28th day of April, 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Strategic Allied Technologies, Inc., hereinafter referred to as the "Contractor" to provide maintenance and support for Internet filter software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's Request for State No. T-498. The Contract between the parties referenced above, which was approved by the Commission on May 25, 2010 and recorded in Minute Book 160, Page 26-28 is hereby amended as follows:

Item 1. Term of Contract:

July 1, 2011- June 30, 2012

The parties further agree that the Strategic Allied Technologies, Inc. Quote No. JCC 031511 BCMR, dated 4/04/11, is incorporated herein by reference and attached hereto, as Exhibit A (on file in the Minute Clerk's office) shall be governed by the Terms and Conditions of the Contract.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President
Jefferson County Commission

CONTRACTOR

Robin Schlosser, Account Manager
Strategic Allied Technologies, Inc.

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

Jun-14-2011-455

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 Dell Marketing, LP to provide microcomputer equipment and accessories as needed for County departments and PACA members on an as-needed basis and budgeted by the individual departments in an amount not to exceed \$300,000.

CONTRACT NO.: 00002483

Contract Amendment No. 1

This Amendment to Contract entered into the 6th day of April 2010 between Jefferson County, Alabama, hereinafter referred to as "the County, and Dell Marketing LP, hereinafter referred to as the "Contractor" to provide Microcomputers and Accessories for various Jefferson County Departments and PACA members.

WITNESSETH:

WHEREAS, the County desires to amend. the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 90-10. The Contract between the parties referenced above, which was approved by the Commission on June 1, 2010 and recorded in Minute Book 160, Page 40-42 is hereby amended as follows: i Item 3. Amend Term of Contract: The term of this contract shall be extended from May 1, 2011 to April 30, 2012, with the County's option to renew for one (1) additional one-year periods.

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

WITNESSES:

JEFFERSON COUNTY COMMISSION
W. D. Carrington, President
Jefferson County Commissioner

WITNESSES:

CONTRACTOR
Ashleigh Lane, Contracts Division
Dell Marketing LP

* Please see the revised pricing and product information provided in the attached quotations to be incorporated into this contract.

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

Jun-14-2011-456

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 Dell Marketing LP to provide rack mounted servers for various County departments and PACA members on an as needed basis and budgeted by the individual departments in an amount not to exceed \$200,000.

CONTRACT NO.: 00002466

Contract Amendment No. 1

This Amendment to Contract entered into the 16th day of March 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and Dell Marketing LP, hereinafter referred to as the "Contractor" to provide Media/Rack Mounted Servers for various Jefferson

County Departments and PACA members.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 94-10. The Contract between the parties referenced above, which was approved by the Commission on July 6, 2010 and recorded in Minute Book 160, Page 164-167 is hereby amended as follows:

Item3. Amend Term of Contract:

The term of this contract shall be extended from May 1, 2011 to April 30, 2012, with the County's option to renew for one (1) additional one-year periods.

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

WITNESSES:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commissioner

WITNESSES:

CONTRACTOR .

Ashleigh Lane, Contracts Division

Dell Marketing LP

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

Jun-14-2011-457

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 Software House International to provide Microsoft Office software for various County departments and PACA members on an as-needed basis and budgeted by the individual departments in an amount not to exceed \$150,000.

CONTRACT NO.: 00002422

Contract Amendment No. 1

This Amendment to Contract entered into the 4th day of April 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Software House International hereinafter referred to as the "Contractor" to provide Microsoft Office Software for various Jefferson County Department and PACA Members.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. T-40 The Contract between the parties referenced above, which was approved by the Commission on August 3, 2010; recorded in Minute Book 160, Page 260-262 is hereby amended as follows:

Item3. Amend Term of Contract:

June 1, 2011 through May 31, 2012

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

WITNESS:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

WITNESS:

SOFTWARE HOUSE INTERNATIONAL

Michael Bench, Account Executive

Software House International

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

Jun-14-2011-458

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Change Authorization between Jefferson County, Alabama and Dynamix Group, Inc. to provide IBM system storage configuration with approximately 16TB of storage capacity at no cost.

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

Jun-14-2011-459

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 Symco Group, Inc. to provide annual maintenance for IBM servers for the period June 1, 2011 - May 31, 2012 in the amount of \$13,250.

CONTRACT NO: 000027099

Contract Amendment No. 1

This Amendment to Contract entered into the 23rd day of May, 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Symco Group Inc c/o AmeriFactors. hereinafter referred to as the "Contractor to provide maintenance for IBM Servers.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's Request for Bid No. 49-10. The Contract between the parties referenced above, which was approved by the Commission on May 4, 2010 and recorded in Minute Book 159, Page 552-553 is hereby amended as follows:

Item 1. Term of Contract:

The term of this contract shall be from June 1, 2011 to May 30, 2012, with the County's option to renew for one (1) additional one-year term.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commissioner

CONTRACTOR

Chip Corley

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

Jun-14-2011-460

WHEREAS, the Jefferson County Treasurer, Jennifer Parsons Champion, desires to open a Reserve Account at BB&T Bank to the Treasurer's Operating Account; and

WHEREAS, the Jefferson County Treasurer, Jennifer Parsons Champion, desires to earn the highest rate of return on County Funds while maintaining safety and liquidity.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Treasurer, Jennifer Parsons Champion, is hereby authorized to open a Reserve Account to the Treasurer's Operating Account yielding additional revenue

to Jefferson County.

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

Jun-14-2011-461

WHEREAS, William D McAnally, an employee of the Jefferson County Sheriffs Office requests the waiver of the ninety day notice requirement for the Jefferson County Sick Leave-Retirement Benefit Program.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day period for entrance to the Jefferson County Sick Leave-Retirement Benefit Program is hereby waived, and sick leave is granted upon approval.

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

Jun-14-2011-462

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

Agreement with Bright House Networks Business Solutions to provide secure internet services for the Sheriff's Office Internet Crimes Unit in an amount not to exceed \$4,800.00 which will be paid through the Justice Assistance Grant (JAG) 2010.

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

Jun-14-2011-463

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the trespass and property damage claim of Pauline Ozley is hereby denied.

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

Jun-14-2011-464

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Rozzell Byner in the amount of Thirty Thousand and 00/100 (\$30,000.00) Dollars.

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

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.

Jun-14-2011-465

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and DVA Renal Healthcare to provide acute renal replacement and certain other services to inpatients

at Cooper Green Mercy Hospital with acute kidney failure for the period March 1, 2011 - September 30, 2014 (with annual renewal) in an amount not to exceed \$165,000 annually.

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

Jun-14-2011-466

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and DVA Renal Healthcare to provide dialysis services to Cooper Green Mercy Hospital outpatients for the period March 1, 2011 - September 30, 2014 (with annual renewal) in an amount not to exceed \$175,000 annually.

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

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

Jun-14-2011-467

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day period for sick leave conversion for Donald Bonnett is hereby waived and sick leave is granted beginning upon approval. His last day will be June 17, 2011.

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

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

Jun-14-2011-468

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to file suit against Birmingham Regional Para Transit Consortium (d/b/a Clastran) to recover public funds paid by the County to Clastran.

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

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

Jun-14-2011-469

WHEREAS, Haschal D. Thompson, an employee of the Jefferson County Sheriff's Office requests the waiver of the ninety day notice

requirement for the Jefferson County Sick Leave Retirement benefit Program.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day period for entrance to the Jefferson County Sick Leave - Retirement Benefit Program is hereby waived and sick leave is granted upon approval.

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

Jun-14-2011-470

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-2011-010 Charles J. and Carol A. Pilleteri, owners. Change of zoning on Parcel ID# 29-34-3-6-10 in Section 34 Twp 18 Range 3 West from R-1 (Single Family) to C-1 (Commercial) for compliance of an existing parking lot used in conjunction with an established shopping center. (Case Only: 820 Fancher Drive; Birmingham, AL 35226) (BLUFF PARK) (0.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. the property is to be used for access and parking only; 2. the owner shall submit a landscaping plan to be approved by the Director of Land Planning & Development Services, and shall install such landscaping accordingly; and, 3. the owner shall submit proposed drainage improvements for review by the County Drainage Engineer, and any improvements installed shall be in accordance with the standards and specifications set forth by the Department of Roads & Transportation.

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that Z-2011-010 be approved subject to filing of covenants. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Thereupon the Commission Meeting was adjourned to meet Tuesday, June 28, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk

END OF MINUTE BOOK 161