

STATE OF ALABAMA)

JEFFERSON COUNTY) June 28, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:03 a.m., David Carrington, President, presiding and the following members present:

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

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of June 14, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on June 21, 2011, and approved the following items to be placed on the June 28, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee - No agenda items.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items A through F.
- Commissioner Carrington, Administrative Services Committee - No agenda items.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee - No items.
- Commissioner Stephens, Finance & Information Technology Committee Items A through J.

Commissioner Knight thanked the Roads & Transportation Department and the Health Department in their continued efforts regarding cleanup of storm debris. Also, long-term housing plans were being prepared.

Allen Kniphfer with the Jefferson County Emergency Management Agency stated a letter of intent was being prepared regarding community shelters and increasing warning systems.

The Commission met in Work Session on June 27, 2011, and approved the following items to be placed on the June 28, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee - Items 1 through 13.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 and 2.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 8.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee - No agenda items.
- Commissioner Stephens, Finance & Information Technology Committee Items A through D.

Jun-28-2011-473

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on June 22, 2011, at 10:00 a.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 Brown and seconded by Commissioner Stephens, voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

Jun-22-2011-472-SP-MTG

WHEREAS, on March 16, 2011, in the case styled *Weissman v. Jefferson County*, Civil Action No. 09-904022, the Alabama Supreme Court declared that the Alabama Legislature failed to comply with the newspaper publication requirement of § 106 of the Alabama Constitution prior to enacting Act 2009-811; and

WHEREAS, this declaration by the court required the Jefferson County Commission to take swift action in order to maintain a balanced budget as required by Alabama Code § 11-8-3 to include the reduction of funding of the General Services Department which provides security for the courts; and

WHEREAS, absent immediate action on the part of the Commission, funding for Courthouse Security will cease after Friday, June 24, 2011; and

WHEREAS, the County Commission has determined that until alternative measures for securing the courts can be considered and implemented it is in the interest of the citizens of Jefferson County that funding of Courthouse Security for an additional three (3) weeks is necessary.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that \$27,000 is hereby authorized and added to the budget of the General Services Department for purposes of maintaining Courthouse Security through Friday, July 15, 2011.

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

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

Jun-28-2011-474

WHEREAS, the Jefferson County Commission d/b/a Cooper Green Mercy Hospital desires to create the unclassified position of Medical Resident I; and

WHEREAS, Cooper Green Mercy Hospital will provide the necessary funds for this program within it's existing FY2011 operating budget and will be reimbursed by the Centers for Medicare and Medicaid Services (CMS) with an \$180,000 per year stipend to cover the cost of training.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the creation of five (5) Medical Resident I positions at an established annual rate of \$43,000, be and hereby is approved.

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

Jun-28-2011-475

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

Jun-28-2011-476

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and ThermoFisher Financial Services, Inc. to provide LiS interface, IM elevation package, laboratory reagents, middleware, service and lease financing for two Abbott Architect CI4100 in the amount annual amount of \$663,067. The amount for FY2011 is \$110,511.10.

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

Jun-28-2011-477

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Birmingham Regional Emergency Medical Services System (BREMSS) to provide services from the Trauma Communications Center in the amount of \$12,000.

SERVICE CONTRACT

WHEREAS, Jefferson County; Alabama, as a function of county government, operating the Cooper Green Mercy Hospital; and

WHEREAS, Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital (hereinafter referred to as the "Hospital), desires to contract for services; and

WHEREAS, THE UNDERSIGNED, Birmingham Regional Emergency Medical Services System BREMSS (hereinafter referred to as the "Contractor"), desires to furnish services to the Hospital.

NOW THEREFORE, in consideration of the above recitals stated and the conditions and terms set forth below, the parties hereto SPECIFICALLY AGREE as follows:

1. SCOPE OF SERVICES: The duties of the Contractor shall be provided on an as needed basis and shall include but not be limited to Contractor agrees to coordinate through the Trauma Communications Center (TCC) and the trauma, stroke and STEMI plan protocols (Appendix A, B, C and the Medical Direction and Accountability Plan), a process which assures Cooper Green Hospital will receive only those patients from the emergency medical services system (EMSS), when Hospital has the resources to provide for their effective emergency care, when those are delivered.

Hospital agrees to participate in the EMS System as a community hospital and support the Hospital Divert Plan, Mass Casualty Incident Plan, and Bio Syndrome Surrey and provide community hospital functions for the trauma, stroke and STEMI systems and to meet all the requirements as set forth in Appendix A of this document.

Hospital agrees that at any time that resources, personnel, or facilities are unavailable as required for hospital divert as defined in Appendix B that notification will be immediately made to the TCC via the LifeTrac computer workstation.

Hospital agrees to support the function of the TCC to assure the proper triage and transport of trauma, stroke and STEMI patients. Also, Hospital agrees that it will maintain the system-required computer linkage.

Nothing in this contract shall cause any patient to be transported to any hospital contrary to the patient's expressed intent.

The following is the process which will be followed if Hospital breaches any of its required performance levels as contained in this contract or Appendix A, which is incorporated into and made a part of this contract.

(1) The first breach of an activity standard will result in a letter of explanation indicating there has been a breach of an activity standard with an explanation and an indication that there is a need for corrective action. A one-month period for corrective action implementation will be allowed.

(2) If a second breach of the same activity occurs a letter to the responsible entity indicating that a second breach has occurred with a warning that a third breach in that activity standard will result in suspension from BREMSS-TCC for a 30-day period of time. A one-month period for corrective action implementation will occur.

(3) A third breach of the same activity will result in contract failure and suspension of that facility from BREMSS-TCC for a period of 30 days as per decision of the BREMSS Executive Committee with the suspension time doubled for subsequent deviations of the same standard.

(4) BREMSS, through the TCC Operations Committee, will report hospital and TCC performance to the BREMSS Executive Committee at each of their regularly scheduled meetings.

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

3. COMPENSATION: The Hospital shall pay to Birmingham Regional Emergency Medical Services System (BREMSS) the sum of \$12,000.00 monthly, not to exceed 12 000.00 during the term of this contract upon submission of an itemized detailed invoice.

4. 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.

5. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to Contractor, the County may without cause and

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

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

7. NON-ASSIGNMENT: Contractor may not assign the services furnished under this Agreement to any third party without the prior written permission of Hospital.

8. JCAHO 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.

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

Contractor

Joe Acker - BREMSS Executive Director

Sandra Hulled, MD CEO/Medical Director

Cooper Green Mercy Hospital

Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital

W.D. Carrington - Jefferson County Commission President

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

Jun-28-2011-478

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama J. L. Morgan & Associates to provide telephone survey services for the period July 1, 2011 - September 20, 2011 in the amount of \$22,872.

AMENDMENT TO CONTRACT N0.1

CONTRACT N0: 2681

This Amendment to the Contract entered into this 26th day May 2011, by and between Jefferson County, Alabama, through the Cooper Green Mercy Hospital (hereinafter referred to as the "County"), and JL Morgan & Associates located at 22 Olmsted Street, Birmingham, AL 35242, (hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 28th day of September 2010, and recorded in Minute Book 160, Pages 452-455, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective from July 1, 2011 through June 30, 2012.

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

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

Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission
Cooper Green Mercy Hospital
Sandra Hullett
CEO of CGMH

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

Jun-28-2011-479

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Voice Tech to provide services, maintenance and support for the interaction voice response system for Cooper Green Mercy Hospital pharmacies in the amount of \$25,250.

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

Jun-28-2011-480

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Beckman Coulter to provide two Unicell DxH 800 with floor stand, work station, accessories, training for two operators and a minimum annual commitment of test kit and supplies in the amount of \$89,115.

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

Jun-28-2011-481

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and TranUnion, LLC to provide credit reporting services for FY2010-2011 in the amount of \$10,000.

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 TRANSUNION, LLC., hereinafter referred to as the "Contractor," is hereby effective on October 1, 2010 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 7th day of April, 2009 in the Minute Book 158; Page(s) 7- 8 is hereby amended as follows:

Item 2: Extend the completion dated of this contract from October 1, 2010 to September 30, 2011.

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

Jefferson County Commission
W. D. Carrington, President
County Commissioner
TransUnion. LLC
Milton Silva-Craig
Executive Vice President

Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

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

Jun-28-2011-482

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and American Recycling of Alabama to provide waste paper recycling services for the period May 1, 2011 - April 30, 2012. The contractor will pay \$30 per ton for paper picked up for recycling.

CONTRACT AMENDMENT NO. 1

This Amendment to Contract entered into the 13th day of April, 2009, between Jefferson County, Alabama, hereinafter referred to as "The County," and Waste Pro USA, d/b/a American Recycling of Alabama, hereinafter referred to as the "Contractor," to provide the removal of paper products.

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 results from Jefferson County's request for removal of paper products Bid #130-09. The Contract between parties referenced above, which was approved by the Commission on April 27, 2010 and recorded in Minute Book 159, Pages 526-527, is hereby amended as follows:

- Amendment No. 1: Contract Extension Request 5/1/2011 to 4/30/2012.

Contract History

- Bid #130-09 awarded April 13, 2009.
- Amendment No. 1: Contract Extension Request 5/1/2011 to 4/30/2012, contractor to pay the County \$30,00 per tone for all waste paper picked up for recycling monthly, at the end of the month.

The terms and conditions of Waste Pro USA, d/b/a American Recycling of Alabama, dated April 30, 2011 is incorporated herein by reference and attached hereto (on file in the Minute Clerk's office)

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

Jefferson County Commission
W. D. Carrington, President
County Commissioner
Contractor

Waste Pro USA, d/b/a American Recycling of Alabama

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

Resolution authorizing execution of an amendment to the agreement between Jefferson County, Alabama and Birmingham Regional Para Transit Consortium (d/b/a/ Clastran) was pulled from the agenda.

Jun-28-2011-483

WHEREAS, Jefferson County, Alabama has established the Jefferson County Community Development Consortium to receive Community Development Block Grant, the Home Investment Partnership Program (HOME) funds, and other HUD Programs; and

WHEREAS, member municipalities expressed their desire to participate in this program by entering into cooperation agreements with Jefferson County in 2005, and continuing for three year periods with the members having the option to withdraw at the end of each three year period; and

WHEREAS, Jefferson County Commission authorized the extension of the renewable agreements in June 2008; and

WHEREAS, contact was made with each member municipality in May 2011, advising them of their option to withdraw; and

WHEREAS, no member municipality elected to withdraw from the consortium.

NOW THEREFORE, BE IT RESOLVED that the existing automatically renewable cooperation agreements executed in 2005, be extended for Fiscal Years 2012, 2013 and 2014 between Jefferson County, Alabama and each of the following municipalities:

- | | |
|----------------------|------------------------|
| City of Adamsville | City of Lipscomb |
| City of Brighton | Town of Maytown |
| Town of Brookside | City of Midfield |
| Town of Cardiff | City of Morris |
| City of Center Point | City of Mountain Brook |
| City of Clay | Town of Mulga |
| City of Fairfield | Town of North Johns |
| City of Fultondale | City of Pinson |
| City of Gardendale | City of Pleasant Grove |
| City of Graysville | Town of Sylvan Springs |
| City of Homewood | City of Tarrant |
| City of Hueytown | Town of Trafford |
| City of Irondale | City of Trussville |
| Town of Kimberly | City of Vestavia Hills |
| City of Leeds | City of Warrior |

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

Jun-28-2011-484

WHEREAS, Jefferson County, Alabama has established the Jefferson County Community Development Consortium to receive Community Development Block Grant, the HOME Investment Partnership Program (HOME) funds, and other HUD Programs; and

WHEREAS, the Town of West Jefferson expressed their desire to participate in the Jefferson County Community Development Consortium by entering into a cooperation agreement with Jefferson County, AL.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute the Cooperation Agreement for the Town of West Jefferson to join the Jefferson County Community Development Consortium. The agreement authorizes participation of the Town of West Jefferson in the Fiscal Years 2012, 2013 and 2014 Community Development Block Grant Program, HOME Program and other HUD programs:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT RESOLUTION

THIS AGREEMENT, entered into this day of , 2011, by and between the Town of West Jefferson, (herein called "the City")

and Jefferson County, Alabama, which will be represented by its Office of Community & Economic Development, (herein called "the County").

WITNESSETH THAT:

WHEREAS, the Housing and Community Development Act of 1974, as amended makes provisions whereby urban counties may enter into Cooperation Agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants, the Home Investment Partnership Program (HOME), the Emergency Shelter Grants Programs (ESG), other HUD programs which might be funded during this three year period; and

WHEREAS, the cooperation of the City, and Jefferson County is essential for the successful planning and carrying out of local housing assistance and community development programs; and

WHEREAS, it is the desire of the parties hereto that the County undertake activities necessary to plan and carry out, or assist in carrying out, housing assistance and community development programs in accordance with the County's Consolidated Plan; on behalf of and in coordination with the City.

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

(1) The City hereby authorizes the County to make application for and receive Community Development Block Grants and HOME funds from the U. S. Department of Housing and Urban Development (HUD) on behalf of the City, and further authorizes the County to include the City's population as the basis for calculating and securing Community Development Block Grants and HOME funds directly to the County.

(2) The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. specifically urban renewal and publicly assisted housing.

(3) The County shall, at no cost to the City, provide the staff resources and other services necessary for planning and administering housing assistance and community development programs on behalf of the City out of Community Development Block Grants and HOME funds.

(4) The City will cooperate with the County to the fullest extent practical in planning and carrying out housing assistance and community development programs, and the County will ensure that the City's citizens and its local Chief Executive have direct and frequent access to, and influence on, the process by which decisions are made concerning housing assistance and community development programs which either directly or indirectly affect the City. The County will continue to have final responsibility for selection of projects and annually filing the Action Plan.

(5) In using the Community Development Block Grant and HOME funds that, if any, the County receives, the County may either carry out housing assistance and community development programs for the City or contract with the City to carry out its own programs, or both.

(6) The County is authorized to withhold a reasonable and customary portion of Community Development Block Grant and HOME funds for the purpose of planning and administration of housing assistance and community development programs activities undertaken pursuant to this Cooperation Agreement.

(7) The parties do hereby mutually commit to conform to all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended. Both parties agree to take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, as amended, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act and other applicable laws. These shall include but are not limited to laws and regulations concerning citizen participation, equal opportunity employment, audits, penalties, nondiscrimination, and labor standards. Furthermore, the County shall provide no funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

(8) The parties do hereby mutually specify that pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients. 24 CFR 570.501 (b) makes the County, as the recipient of CDBG funds, responsible for ensuring that CDBG funds are used in accordance with all program requirements. When a unit of general local government is participating with or as part of an Urban County, the Urban County is responsible for applying to such unit the same requirements as are applicable to subrecipients. The requirements applicable to subrecipients are specified in 24 CFR 570. 503, and include the requirement of a written agreement signed by both the County and City prior to the County disbursing any CDBG funds and HOME funds to the City.

(9) In order to ensure maximum feasible compatibility between housing assistance and community development programs and other Federal and State assisted efforts the City may wish to undertake, the City agrees to submit a copy of its application for assistance to the County as a part of the City's normal project review and notification process.

(10) As herein used, the term "property" means any real or personal property acquired or improved in whole or in part using Community Development Block Grant and HOME funds. The title to any property shall be vested in the County except as provided for in

such other agreements as the City and County may make concerning specific projects or items.

The County or the City, as the case may be, shall hold title to any property for use in furtherance of the plan or program for which the Federal grant is made.

The City shall notify the County of any modification or change in the use of property titled in the City from the use planned at the time of acquisition or improvement. The City shall notify the County of the disposition of property.

In the event property is sold or transferred by the City for a use that does not qualify under the Community Development Block Grant and HOME regulations, the City shall reimburse the County in an amount equal to the fair market value of the property less any portion thereof attributable to expenditures of non-Community Development Block Grant funds and HOME funds.

Any income generated upon the disposition or transfer of property described hereinabove, prior to or subsequent to the close out, change of status, or termination of the Cooperation Agreement between the County and the City shall follow the rules generated in Paragraph 11 hereinbelow.

(11) The City will inform the County of any income generated by the expenditure of CDBG funds and Home funds received by the City.

The program income generated by the Community Development Block Grant activity and/or Home activity must be paid to the County unless otherwise agreed by the City and the County. Any income authorized to be retained by the City may be used by the City only for eligible activities in accordance with all Community Development Block Grant requirements and Home requirements as may then apply.

The City shall be required to maintain appropriate record keeping and accounting systems as required by the County for the use of program income generated by CDBG activities and Home activities and shall report to the County, as required, the use of program income. The County shall be responsible for monitoring and reporting to the Department of Housing and Urban Development on the use of such program income.

In the event of close out or change of status of the City, the City shall pay to the County any program income on hand or received subsequent to the close out or change in status.

This agreement will remain in effect until the CDBG, ESG and HOME funds and program income received with respect to activities carried out during the three-year qualification period (and any successive periods in accordance with paragraph 14) are expended and the funded activities completed. The County and City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

(12) The City as "the cooperating unit of general local government is hereby adopting and enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

(13) This Agreement shall be effective and binding upon the parties thereto for three program years funded from annual Community Development Block Grants and Home funds from Federal Fiscal Years 2012, 2013, and 2014 appropriations and from any program income generated from the expenditure of such funds; and for such additional time as may be required for the expenditure of funds granted to the County for such period.

(14) This Agreement shall be automatically renewed in successive three-year qualification periods, unless changes to the Agreement are required by HUD that would require the execution of a new Agreement. Either the County or the City may exercise the option to terminate the Agreement at the end of said three-year period. If either the County or the City fails to exercise that option, in writing, prior to the end of said three-year period, it will not have another opportunity to exercise that option until the end of the subsequent three-year period.

If the City wishes to be excluded from the County, it must notify the County and HUD in writing, of its election to be excluded. Prior to the renewal of the next three year period beginning in Fiscal Year 2015; the County will advise the City in writing of this date.

(15) The City understands that by executing the CDBG cooperation agreement that it:

a. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the County's CDBG program; and

b. May receive a formula allocation under the HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government from applying for State HOME funds.

c. May receive a formula allocation under the ESG Program only through the County. This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.

(16) The City and the County agree that failure by either party to adopt and submit to HUD any amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice (U. S. Department of Housing and Urban Development Notice) applicable for the year in which the next qualification of Jefferson County is scheduled shall automatically terminate the Agreement following the expenditure of all CDBG funds and HOME funds allocated for use

in either jurisdiction failing to comply.

(17) Certification of Authority: The attached certification by the County attorney's office (in the Office of Community & Economic Development) is hereby incorporated as part of this Agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first written above.

Attest:

Town of West Jefferson
Charles Nix, Mayor
Jefferson County, Alabama
W.D. Carrington, President - Jefferson County Commission

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

Jun-28-2011-485

NOW, THEREFORE, 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 this agreement between Jefferson County, Alabama and Syms Construction Co., for the Midfield Library Expansion Project (CD07-03-MIDL-M2). The agreement amount shall be \$149,500.00. This project is from the 2007 program year and shall be paid for in full with federal funds.

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

Jun-28-2011-486

WHEREAS, Jefferson County, Alabama has undertaken an Economic Development Loan Program utilizing Economic Development Administration (EDA) and Community Development Block Grant (CDBG) Funds in an effort to stimulate the economy and to provide jobs for low and moderate income persons, and which loans will be provided to businesses and industries located in unincorporated Jefferson County and the consortium area to be used for expansion of current operations or the establishment of new operations; and

WHEREAS, the Overnight Parts Alliance (OPA) LLC. has fulfilled the requirements necessary to obtain a loan under the provisions of said program and has the approval of the EDA/CDBG loan committee;

WHEREAS, Jefferson County wishes to provide such funds to OPA, LLC. in the amount of Three Hundred Ninety Seven Thousand Nine Hundred Ninety One (\$397,991.00) Dollars and that said loan will be funded with Federal EDA/CDBG/RLF monies; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the loan application for OPA LLC. to be opened in Irondale, Alabama with assistance from the Jefferson County Economic Development Loan Program is approved.

NOW, THEREFORE BE IT FURTHER RESOLVED that the President of the Jefferson County Commission is hereby authorized to execute all documents necessary to establish and administer the loan transaction.

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

Jun-28-2011-487

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by State Law, the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, Ridgeline Drive and Owens Loop, as shown in Rosser Farms Phase 1, as situated in the SE 1/4 of the SW 1/4 of Section 32, Township 19S, Range 4W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that assents to acceptance of

maintenance of the existing street, as constructed and located within the boundaries of the right-of-way recorded in Map Book 42 Page 50, in the Bessemer Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 28th day of June, 2011.

RECOMMENDED:

E. Wayne Sullivan, P.E./P.L.S.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

David Carrington, President

Jefferson County Commission

Minute Clerk

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

Communication was read from Roads & Transportation recommended the following:

1. AT&T to install 4,454' of aerial fiber cable beginning at 8021 Bradford Road in the Pinson/Bradford area.
2. AT&T to install 346' of fiber optic cable at 2612 Wenonah Oxmoor Road to 2665 Goss Street in the Oxmoor area.
3. AT&T to install 872' of copper cable at Bagley Road and County Line Road in the Corner area.
4. AT&T to install 264' of buried cable and conduit at 150 Sterilite Drive and Meadowcraft Drive in the Tarrant area.
5. Cullman Jefferson gas to replace 5,945' of steel gas main with plastic main along Red Wing Lane in Tarrant/Pawnee area.
6. Alabama Gas Corporation to install 4,311' of gas line along Murphy's Lane (CR36) in the Hueytown/Bessemer area.
7. Alabama Gas Corporation to install 4,588' of gas line along Oak Lane (off Warrior River Road) in the Concord area.

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

Jun-28-2011-488

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. Wane Sullivan, P.E. Director/County Engineer

Department: Roads & Transportation

Date: June 14, 2011

Purpose: Payment to Judge of Probate - Birmingham for - Cost Bill - Case #211315 01

In the matter of Condemnation: Jefferson County vs. James E. Sprouse, et al.

Tarrant Road @ Skelton Avenue Site 4 Topics Phase VII- Project STPBH-9802(904)

Agent: Alan Dodd

Price: \$41,143.00

Pay to the order of: Judge of Probate

Mailing Address: Courthouse - Probate Court

Birmingham, AL 25203

Fund # 4022000000

Bus. Area # 5100

GL Object -# 515710

Fund Center -# 5100000000

WBS # C.961.D

Functional Area - THRO

Check Delivery Code #84

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached Quit Claim Deeds to clear title on Lots 19 and 20 of Block 3 of the Central Tract of the Pleasant Valley Land and Manufacturing Company Plat. The property owners have agreed to pay Jefferson County \$145.06 per lot for a total of \$290.12.

THE STATE OF ALABAMA
JEFFERSON COUNTY

THIS INSTRUMENT PREPARED BY:
James F. Henderson, Jr.
A200 Courthouse
716 Richard Arrington h. Blvd, N
Birmingham, AL 3S203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred Forty-Five and 06/100 DOLLARS (\$145.06) to Jefferson County, Alabama in hand paid by William Myatt, Dorothy Rush, Dr. Eunice Banks, Frances Alexander, Delores Baltimore, and Mina L. Dickens the receipt whereof is acknowledged we do remise, release, quit claim and convey to the said William Myatt, Dorothy Rush, Dr. Eunice Banks, Frances Alexander, Delores Baltimore, and Mina L. Dickens all our right, title, interest, and claim in or to the following described real estate, to wit:

Lot 19, in Block 3, according to the Plat of the Central Tract of the Pleasant Valley Land and Manufacturing Company, as recorded in Map Book 3, Page 10, in the Probate Office of Jefferson County, Alabama.

Less and except any currently existing public right-of-ways or easements

The purpose of this document is to clear title to part of that property described in Deed 3145 page 264 and Deed 3145 page 270 as recorded in the Birmingham Division of the Office of Probate Judge of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said William Myatt, Dorothy Rush, Dr. Eunice Banks, Frances Alexander, Delores Baltimore, and Mina L. Dickens, heirs and assigns forever.

Given under my hand(s) and seal(s), this 28th day of June, 2011

THE STATE OF ALABAMA
JEFFERSON COUNTY

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

THIS INSTRUMENT PREPARED BY:
James F. Henderson, Jr.
A200 Courthouse
716 Richard Arrington h. Blvd, N
Birmingham, AL 3S203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred Forty-Five and 06/100 DOLLARS (\$145.06) to Jefferson County, Alabama in hand paid by Dr. Eunice Banks and Mina L. Dickens the receipt whereof is acknowledged we do remise, release, quit claim and convey to the said Dr. Eunice Banks and Mina L. Dickens ail our right, title, interest, and claim in or to the following described real estate, to wit;

Lot 20, in Block 3, according to the Plat of the Central Tract of the Pleasant Valley Land and Manufacturing Company, as recorded in Map Book 3, Page 10, in the Probate Office of Jefferson County, Alabama.

Less and except any currently existing public right-of-ways or easements

The purpose of this document is to clear title to part of that property described in Deed 3145 page 264 and Deed 3145 page 270 as recorded in the Birmingham Division of the Office of Probate Judge of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said Dr. Eunice Banks and Mina L. Dickens, heirs and assigns forever.

Given under my hand(s) and seal(s), this 28th day of June, 2011

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

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

Jun-28-2011-490

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Wayne Miller, Roads & Transportation to waive the ninety (90) day requirement for sick leave conversion, be and hereby is approved.

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

Jun-28-2011-491

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Creative Direction, Inc. to provide advertisement services for the State Health Insurance Program (SHIP) through television, radio and print media for the period May 1, 2011 - April 30, 2012 in the amount of \$28,400.

CONTRACT NO: 2157

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of May 2011, by and between Jefferson County, Commission, and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Creative Directions, Inc. located at 5501 Lake Cyrus Lane Hoover, AL 35244 hereinafter called "the Contractor". The effective date of this agreement shall be May 1, 2011.

WHEREAS, the County desires to contract for professional services for Advertisement for State health Insurance Program tx OSCS, and;

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor r agrem io perm the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No, 89-11 dated March 15, 2011, the terms of which are included herein by reference.

The Contractor shall provide ADVERTISEMENT SERVICES FOR STATE HEALTH INSURANCE PROGRAM for OSCS to effectively reach specifically targeted minority audiences living in Jefferson County (senior adults age 60 and above) through television, radio and print media to raise awareness ctThe State Insurance Assistance Program (SHIP) and the valuable services it provides to Medicare beneficiaries.

- Develop and implement a comprehensive public service advertising campaign to promote " berg awareness of SHIP services through television, radio and print media to a targeted population
- Implement non-traditional outreach and assist in the coordination of promotional events.
- Create and produce effective television commercials, radio advertisements and print advertisement as listed below, but not limited to the following:

Television Commercials to be shown on a weekly basis during a 3 month period on the recommended stations.

WABM My 68	Monday - Friday	50 times or more
WTTO CW 21	Monday- Friday	20 times or more
ABC 33140	Monday - Friday	10 times or more
FOX 6	Monday - Friday	5 times or more
NBC 13	Monday - Friday	5 times or more

Radio Advertisement

WAGG-FM The Heaven - Sunday -- Saturday 130 times or more

WDXB-FM The Bull - Sunday -Saturday 30 times or more, with 3 or more campaigns to promote specific events

Newspaper Advertisement throughout Jefferson County, with special emphasis on Western Jefferson County

The Western Star- 1/4 page to full size advertisement

The Hueytown Shoppers News - 1/4 page to full size advertisement

The Western Tribune - 1/4 page to full size advertisement

The Birmingham News -1/4 page to full size advertisement

The Birmingham Times -1/4 page to full size advertisement

- All campaign strategies, advertising concepts, on air production, ad copy and scripts must be submitted for review by the Office of Senior Citizens management staff. The OSCS reserves final editing and approval rights for any concept, spots and/or copy.

- The County Office of Senior Citizens Services reserves ownership rights to everything produced; created and developed including all concepts raw footage and photography shot exclusively for the County.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for one year (1) May 1, 2011 through April 30, 2012. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.

4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:

Television Commercials \$18,500.00

Radio Advertisement \$ 6,900.00

Newspaper Advertisement \$ 3,000.00

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

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

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

9. NON-DONATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share t'his ooarr>iitnment. Each Offeror submitting a proposal agrees not to refuse to hire, discharge, promote, dente, a to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

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

12. LIABILITY:

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

B. The Contractor will indemnify and save harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees the contractor will not be responsible for claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract.

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

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

Client: Office of Senior Citizens Services
Attn: Executive Director
2601 Highland Avenue South
Birmingham, AL 35205

Copy to: Jefferson County Commission
Finance Department
716 td Richard Arrington Jr. Blvd
Suite 820
Birmingham, AL 35203

Vendor: Creative Directions, Inc.
Attention: Jana White
5501 Lake Cyrus Lane
Hoover, AL 35244

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

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

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

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

18. REFUND IN THE EVENT OF BREACH 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.

CONTRACT

Jana White, President

OFFICE OF SENIOR CITIZEN SERVICES

Barbara S. Shores, Director

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

Jun-28-2011-492

RESOLUTION TO INCREASE COUNTY WORK WEEK

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective 12:01 A.M., June 18, 2011, the work week for County employees shall be increased from 32 to 40 per work week for employees subject to the regular or medical pay plan and from 64 to 80 hours per work week for employees subject to the 8/80 work rule.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the resolution dated April 12, 2011, at M.B. 161, Pages 453-454, is hereby repealed effective 12:01 A.M., June 18, 2011.

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

Jun-28-2011-493

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Al Manzella to serve on the Jefferson County Department of Human Resources Board for an additional term of six (6) years to end September 4, 2016, be and hereby is approved.

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

Jun-28-2011-494

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, the President be and hereby is authorized to execute an agreement between Jefferson County Alabama and Puresafety D/B/A Pureworks, Inc., to provide annual support and maintenance for software for the Risk Management Occupational Health Division of Human Resources from June 30, 2011 through June 29, 2012.

SOFTWARE SUPPORT CONTRACT

CONTRACT NO: 00002427

THIS AGREEMENT entered into this 29th March 2011 by and between Jefferson County Alabama, hereinafter called "the County", and PURESAFETY DB/A PUREWORKS, INC called "the Contractor". The effective date of this agreement shall be June 30, 2011.

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

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to purchase the software support hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Human Resource Department request for PureSafety Annual Software Support

and Maintenance for Risk Management Occupational Health Division of Human Resources.

DESCRIPTION	QUANTITY	AMOUNT
Annual Software Support and Maintenance for Prognos Software. Software used to enter injuries and workers' compensation information and track the activity for each individual.	1 EACH	\$ 1,573.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Human Resource Department at any time after the effective date of this Contract. The Contract term expires on June 29, 2012 with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the annual software and support a sum of \$ 1, 573.00 payment terms are Net 30.

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

6. 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.

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

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

9. HOLD HARMLESS AND INDEMNIFICATION: Contractor 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 reasonable attorney's fees, for liability claimed against or imposed upon County because of patent, copyright or other intellectual property infringement claim by any third party against County with respect to Contractor's Services.. Contractor's obligation under this Section shall not extend to any liability caused by the negligence of the County, or its employees or the County's modification of the software provided hereunder.

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

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

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

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

14. 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.

15. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for

termination.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission
PURESAFETY DB/A PUREWORKS, INC
_____, COO

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

Jun-28-2011-495

RESOLUTION AUTHORIZING THE GENERAL RETIREMENT SYSTEM TO MAKE MILITARY CONTRIBUTIONS

WHEREAS, Anthony D. Williams, Department 4103 Sheriff Bessemer Enforcement (the "Member"), was granted a military leave of absence from April 16, 2011 to May 11, 2011; and

WHEREAS, the Members salary at the time he was granted the military leave was \$2,063.20 bi-weekly and the amount of contributions that Member would have made had the Member not been absent on such leave is \$222.81; and

WHEREAS, accordingly, the County matching amount is \$222.81.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, the General Retirement System is authorized to make payment of \$445.62 so that Member's military leave can be converted to paid membership time.

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

Jun-28-2011-496

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 LORREN OLIVER as Director of the Personnel Board of Jefferson County.

- (1) Agreement with Freedom Court Reporting to provide transcription services for the period October 1, 2011 - September 30, 2012 in the amount of \$15,000
- (2) Agreement with Computer Products and Supplies International to provide maintenance/support for Vmware Infrastructure Midsize Acceleration kit for six processors for the period June 26, 2011 - June 25, 2012 in the amount of \$3,620

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

Jun-28-2011-497

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Alabama Institute for Deaf and Blind regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the ____ day of _____, 20 __, by and between JEFFERSON COUNTY, ALABAMA (the "County") and ALABAMA INSTITUTE FOR DEAF AND BLIND (whether one or more, collectively, the "Owner").

R E C I T A L S:

Owner is the owner of real property located at 220 34th St. S, more particularly described as LOTS 1-6 & 15-20 BLOCK 501 ELYTON LAND COMPANY'S SURVEY OF THE CITY OF BIRMINGHAM (UNRECORDED), and has 2 LOADING DOCKS WITH COVER, HANDICAP RAMP, SHED AND PLAYGROUND EQUIPMENT (as shown on exhibit A attached) (collectively "Improvements") partially within the City of Birmingham's dedicated alley right-of-way. Owner has requested that the City of Birmingham vacate said alley at which time said alley right-of-way will be rededicated as a County sanitary sewer easement created and reserved by future Plat (the "Easement") for the purpose of operating and maintaining an existing sanitary sewer located within the easement. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. The responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the existing encroachment of the existing Improvements and no other or greater or further improvements or encroachment whatsoever. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Its: President

(Owner)

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

Jun-28-2011-498

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

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

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

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

Jun-28-2011-5499

RESOLUTION TO TRANSFER OWNERSHIP
OF FLOOD MITIGATION PROPERTIES TO THE CITY OF CENTER POINT

WHEREAS, Jefferson County acquired flood-prone properties through its Flood Mitigation Program; and

WHEREAS, Jefferson County used FEMA's Hazard Mitigation Grant Program monies to fund these acquisitions making said properties subject to FEMA program requirements; and

WHEREAS, the City of Center Point wishes to assume ownership of five (5) Flood Mitigation Properties within its corporate limits along with all attendant responsibilities and specifically for the on-going compliance with FEMA program requirements; and

WHEREAS, Jefferson County has no plans for use of these certain Flood Mitigation Properties; and

WHEREAS, the transfer of ownership or any interest in any properties acquired using Hazard Mitigation Grant Program monies is subject to approval by FEMA.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the transfer ownership of up to five (5) Flood Mitigation Properties as identified in "Attachment A" (on file in the Minute Clerk's office) to the City of Center Point subject to the following conditions:

- 1) FEMA approves of the transfer of ownership and attendant responsibilities to the City of Center Point; and
- 2) The City of Center Point agrees to accept ownership and attendant responsibilities, specifically the program requirements of the FEMA Hazard Mitigation Grant Program.

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

Jun-28-2011-500

RESOLUTION TO TRANSFER OWNERSHIP
OF FLOOD MITIGATION PROPERTIES TO THE TOWN OF BROOKSIDE

WHEREAS, Jefferson County acquired flood-prone properties through its Flood Mitigation Program; and

WHEREAS, Jefferson County used FEMA's Hazard Mitigation Grant Program monies to fund these acquisitions making said properties subject to FEMA program requirements; and

WHEREAS, the Town of Brookside wishes to assume ownership of eighteen (18) Flood Mitigation Properties within its corporate limits along with all attendant responsibilities and specifically for the ongoing compliance with FEMA program requirements; and

WHEREAS, Jefferson County has no plans for use of these certain Flood Mitigation Properties; and

WHEREAS, the transfer of ownership or any interest in any properties acquired using Hazard Mitigation Grant Program monies is subject to approval by FEMA.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the transfer ownership of eighteen (18) Flood Mitigation Properties as identified in "Attachment A" (on file in the Minute Clerk's office) to the Town of Brookside subject to the following conditions:

- 1) FEMA approves of the transfer of ownership and attendant responsibilities to the Town of Brookside; and
- 2) The Town of Brookside agrees to accept ownership and attendant responsibilities, specifically the program requirements of the FEMA Hazard Mitigation Grant Program.

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

Jun-28-2011-501

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

Jun-28-2011-502

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by UMOJA, Inc., Kenneth Kamau Mwangi, President/Store Manager, applicant; d/b/a Watson Town and County located at 1300 Brookside Coalburg Road, Mount Olive, AL 35117 for an off-premise retail beer license, be and hereby is approved.

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

Jun-28-2011-503

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Alabama Act 2011-70, there is hereby established the appointment "at-will" position of Chairman-Board of Registrars which shall be compensated at a bi-weekly salary of \$3,703.20 (Grade 38). The Chairman-Board of Registrars shall receive the same benefits available to employees in the classified service. (Barry Stephenson appointed effective June 18, 2011)

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

Jun-28-2011-504

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

Agreement with OneRain Incorporated to provide annual software technical support for one Servlet Data Collection and one stand alone base station in the amount of \$1,125 beginning April 1, 2011 and ending March 31, 2012.

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

Jun-28-2011-505

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Walter McCarty to serve on the Mt. Olive Fire District Board of Trustees for a five year term ending June, 2016, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
6/28/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Document No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED STAMPS FOR REVENUE MAILOUT.	GEN SVCS: ADMINISTRATION	63.22	1900050709
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAIL OUT.	GEN SVCS: ADMINISTRATION	16.24	1900050621
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PHOTOS DEVELOPED FROM AN EMPLOYEE ACCIDENT	GEN SVCS: ADMINISTRATION	3.83	1900050622
DISTRICT 1	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES (TONER)	CORONER/MEDICAL EXAMINER	145.99	1900050878
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING MAILOUT & ENVIRON SVCS	GEN SVCS: ADMINISTRATION	79.02	1900050890
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR GENERAL SERVICES PACKAGE	GEN SVCS: ADMINISTRATION	19.75	1900051092
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE/PROPERTY OF DECEDENT-POOL CAR GAS	CORONER/MEDICAL EXAMINER	25.55	1900050914
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MUFFINS/PIZZA/WEATHER RADIO/MILAGE/BAGELS	CGH: CHEMOTHERAPY CLINIC	810.84	1900050917
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BADGE FOR DEPUTY CORONER	CORONER/MEDICAL EXAMINER	101.00	1900051038
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BLADE SHARPENING	GEN SVCS: PRINTING	25.00	1900051040
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE/PROPERTY OF DECEDENT	CORONER/MEDICAL EXAMINER	20.27	1900051059
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR BOARD OF REGISTRARS	GEN SVCS: ADMINISTRATION	58.00	1900051128
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	51.04	1900051127
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	68.15	1900051046
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	311.95	1900051044
DISTRICT 1	1003265	UNITED HEALTHCARE	INSURANCE TERMINATED BEFORE DATE OF SERVICE	CGH: ADMINISTRATION	3,302.47	1900051045
DISTRICT 1	1027588	DONALD GORE	REFUND OF CREDIT FOR ANNA HARRELL	CO HOME: BUSINESS OFFICE	126.63	1900050888
DISTRICT 1	1027857	FARRELL BROWN	REFUND OF CREDIT FOR FARRELL BROWN	CO HOME: BUSINESS OFFICE	668.15	1900050886
DISTRICT 1	1027860	KATHY HOLY	REFUND OF CREDIT FOR GAIL BRAMLET	CO HOME: BUSINESS OFFICE	274.48	1900050885
*DISTRICT 1					6,171.58	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES-USB JUMP DRIVES	R&T: HIGHWAY MAINT-KETONA	76.78	1900050863
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES - PAPER/SOAP/WHITE-OUT/AIR FRESHENERS	R&T: HIGHWAY ENG & CONSTRUCTIO	67.92	1900050785
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR LAMAR GOOLSBY - TRAFFIC ENG.	R&T: TRAFFIC ENGINEERING	20.00	1900050784
DISTRICT 2	1000193	JEFFERSON CO TREASURER	USB FLASH DRIVES & CDL FINGERPRINT FEE	R&T: HIGHWAY MAINT-KETONA	115.20	1900050884
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MAILBOX KIT, DRY ERASE MARKERS, BLADES & SUPPLIES	R&T: HIGHWAY MAINT-BESSEMER	111.91	1900051111
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DIGITAL VIDEO CAMERA & SD CARDS FOR CAMERAS	R&T: HIGHWAY MAINT-KETONA	184.54	1900051049
DISTRICT 2	1000193	JEFFERSON CO TREASURER	USB & PHONE CHARGERS CDL LICENSE RENEWAL	R&T: HIGHWAY MAINT-KETONA	124.05	1900051110
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SD CARDS, MAILBOX, CLIPBOARDS, SUPPLIES, PARKING	R&T: HIGHWAY MAINT-BESSEMER	149.55	1900050921
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL, POSTAGE, VEHICLE TAGS	FLEET MGMT: ADMINISTRATION	72.38	1900051053
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL TEST FEE	R&T: HIGHWAY MAINT-KETONA	25.00	1900051114
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL APPLIC FEE & RENEWAL ALLEN R. SANDERS	R&T: TRAFFIC ENGINEERING	61.95	1900051041
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRY ERASE BOARDS (DEBRIS CLEANUP FEMA-1971-DR-AL)	R&T: ADMINISTRATION	129.90	1900051042
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, PESTICIDE RENEWAL, SUPPLIES, BLADES	R&T: HIGHWAY MAINT-BESSEMER	368.41	1900051251
*DISTRICT 2					1,507.59	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)57.89	REVENUE	57.89	1900050619
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-S. SMITH,EXAMINER - 70.47	REVENUE	70.47	1900050764
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT AUDITING-APRIL	REVENUE	456.85	1900050763
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EXAMINER S. SMITH-REIMB. MILEAGE 4/3-4/08	REVENUE	52.65	1900051104
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: LIFECAM STUDIO S/W	INFO TECH: NETWORK SUPPORT	112.98	1900051171
DISTRICT 3	1003510	EDGAR RAY WOODIS JR	RETURN TRAVEL-AUDIT-E. WOODIS 5/8-5/13/11	REVENUE	56.29	1900051103
*DISTRICT 3					807.13	
DISTRICT 4	1000032	ALABAMA MESSENGER	SUBSCRIPTION FOR FAMILY COURT	FC ADMINISTRATION	15.00	1900051037
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 FOOD, TOOLS, FUEL, LOCKS	EMERGENCY MANAGEMENT AGENCY	539.28	1900050991
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - BUSINESS CARDS, FOOD	EMERGENCY MANAGEMENT AGENCY	155.00	1900050992
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR GAS NEEDED IN COUNTY VEHICLE	LAND DEVELOPMENT	47.78	1900050922
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 PHONE LINES BETHEL & FORESTDALE	EMERGENCY MANAGEMENT AGENCY	910.02	1900051122
DISTRICT 4	1023525	BIG E'S PLUMBING	PERMIT 110177P - JOB INSIDE BESSEMER CITY LIMITS	INSPECTION SERVICES	115.00	1900051124
*DISTRICT 4					1,782.08	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC ALLOWANCE - KING ALLEN	PER BD: ADMINISTRATION	10.00	1900050893
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC ALLOWANCE - BLACKMAN BILL	PER BD: ADMINISTRATION	10.00	1900050896
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE-MONTGOMERY	COUNTY ATTORNEY	83.84	1900050920
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT-DALE FREY	PER BD: TESTING	64.00	1900051050
DISTRICT 5	1025745	JUSTIN TUCKER	INTERVIEW REIMB-JUSTIN TUCKER	PER BD: TESTING	212.22	1900050916
*DISTRICT 5					380.06	
**					10,648.44	

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Unusual Demands be approved. Voting

“Aye” Stephens, Bowman, Brown, Carrington and Knight.

STAFF DEVELOPMENT

INDIVIDUAL STAFF DEVELOPMENT

Commission	
Pascal Caputo	\$180.19
Legislative Session	
Montgomery, Alabama - May 24-25, 2011	
Cooper Green Mercy Hospital	
Enoch Jamal Brown	\$140.00
ELNEC 2011 End of Life Nursing Education Consortium	
Birmingham, Alabama - August 18-19, 2011	
E. Ann Heard	\$1,340.40
Annual Diabetes Education Conference 2011	
Las Vegas, Nevada - August 2-6, 2011	
Deborah Andrews	\$965.05
Black Nurses Association Annual Institute & Conference	
Indianapolis, Indiana - July 12-17, 2011	
Office of Senior Citizen Services	
Valerie L. Jones	\$1,467.62
2010 AmeriCorps Training & Award Ceremony	
New Orleans, Louisiana - June 5-8, 2011	
Sheriff's Office	
Drew Miller	\$1,630.88
Jail Classification School - American Jail Association	
Boise, Idaho - September 11-15, 2011	

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

Communication was read from Budget & Management recommending the following:

A-Position Changes and/or Revenue Changes

- (1) Jefferson Rehabilitation & Health Center \$174,800
Shift funds from regular salaries to cover contract nursing staff contracts.
- (2) Board of Registrars \$0
Add an unclassified (at-will) Chairman-Board of Registrars and delete a classified Chairman-Board of Registrars (Gr. 38). Bi-weekly salary requested by the Appointing Authority is \$3,703.20.
- (3) Board of Equalization \$0
Delete a Senior Systems Analyst (Gr. 31) from Information Technology and add a Senior Systems Analyst (Gr. 31) to Board of Equalization. This position is 100% funded by the State. Approval of this position change also approves the critical need.
- (4) Cooper Green Mercy Hospital \$463,024.97
Shift funds from the building services account to various salary accounts to cover payroll expenses for the employees transferred from General Services.

B-For Information Only

Sheriff's Office \$761,184
Budget reduction to reduce various accounts within the Sheriff's operating budget for FY2011.

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

Jun-28-2011-506

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Budget Management Office is directed to reduce the 2011 General Fund budget by \$11,368,248.00 and delete 161 vacant General Fund positions.

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

REQUEST FOR CERTIFICATIONS

Environmental Services - Cahaba River WWTP

Wastewater Treatment Plant Maintenance Worker

Environmental Services - Valley Creek WWTP

Wastewater Treatment Plant Supervisor

Cooper Green Mercy Hospital - Medical/Surgical

Staff Nurse - Baylor

Cooper Green Mercy Hospital - 7East

LPN

Flexipool Staff Nurse

Cooper Green Mercy Hospital - Labor/Delivery

Staff Registered Nurse

Cooper Green Mercy Hospital - Geri Psych

Medical Resident - 5 positions

Staff Nurse

Cooper Green Mercy Hospital - Radiology

Diagnostic Imaging Technician

Cooper Green Mercy Hospital - Pharmacy

Pharmacy Technician

Cooper Green Mercy Hospital - Nuclear Medicine

Cardio/Pulmonary Services Manager

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the above Request for Certifications be approved. Voting "Aye" Stephens, Bowman, Brown, 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.

For Week of 06/02/11- 06/08/11

RECOMMENDED FOR:

1. INFORMATION TECHNOLOGY (COMMUNICATIONS) FROM AMBIT SOLUTIONS LLC, BIRMINGHAM, AL, TO AWARD CONTRACT FOR IP TELECOMMUNICATIONS EQUIPMENT AND INSTALLATION FOR BESSEMER VO-IP PROJECT.
SAP PURCHASE ORDER # 2000055621 EST. \$33,580.00 TOTAL REFERENCE BID # 141-11

2. TAX COLLECTOR FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, TO PURCHASE XEROX 5755 DIGITAL COPIER. SAP PURCHASE ORDER # 2000055697\$6,038.00 TOTAL REFERENCE BI # 251-08
3. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR CHARLA HAMMELL. SAP PURCHASE ORDER # 2000054014 \$2,790.00 TOTAL REFERENCE BID # 54-11
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM APPLIED MEDICAL RESOURCES, NEW YORK, NY, TO PURCHASE THREADS AND CATHETERS FOR SURGERY. SAP PURCHASE ORDER # 2000055605 \$5,813.38 TOTAL

REPORTED FOR:

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM F4W INCORPORATED, LAKE MARY, FL, FOR IMPLEMENTATION OF VOICE - OVER IP PHONE SYSTEM FOR EMERGENCY OPERATIONS CENTER (EOC). SAP PURCHASE ORDER # 2000055620 \$66,639.73 TOTAL SOLE SOURCE
2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM INTEGRATED MEDICAL SYSTEMS, ATLANTA, GA, TO PAY FOR REPAIRS ON VIDEO COLONOSCOPE. SAP PURCHASE ORDER # 2000055652 \$5,935.00 TOTAL
3. EMERGENCY MANAGEMENT AGENCY (EMA) FROM SUNBELT RENTALS INCORPORATED, ATLANTA, GA, TO PAY INVOICES FOR LIGHT TOWERS AT VARIOUS LOCATIONS. SAP PURCHASE ORDER # 2000055716 \$8,224.51 TOTAL FEDERAL DISASTER # DR-1971 TORNADO EVENT.
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM METRO TRAILER LEASING, PELHAM, AL, FOR TWO (2) STORAGE CONTAINERS ALREADY PURCHASED. SAP PURCHASE ORDER # 2000055717 \$7,250.00 TOTAL FEDERAL DISASTER # DR-1971 TORNADO EVENT.
5. JEFFERSON COUNTY TREASURER FROM SUNGARD TREASURY SYSTEMS, CHICAGO, IL, FOR MAINTENANCE AND SUPPORT SERVICES FOR SUNGARD TREASURY SYSTEM FOR THE CONTRACT PERIOD OF 4/30/11 - 5/30/11. REFERENCE INVOICE # GUS 0033061 \$987.40 TOTAL
6. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM C R BARD, MURRAY HILL, NJ, TO PURCHASE CROSSER SUPPLIES. SAP PURCHASE ORDER # 2000055640 \$23,260.00 TOTAL BID IN PROCESS.

For Week of 06/09/11- 06/15/11

RECOMMENDED FOR:

1. SHERIFF'S DEPARTMENT - BIRMINGHAM FROM INSIGHT PUBLIC SECTOR, CUMMING, GA, FOR PATROL CAR LAPTOP COMPUTER DOCKING STATIONS. SAP PURCHASE ORDER # 2000055758 \$44,775.09 TOTAL STATE OF ALABAMA CONTRACT # T-506
2. ALL JEFFERSON COUNTY DEPARTMENTS FROM J BRANDT RECOGNITION LTD, FT. WORTH, TX, TO AWARD CONTRACT FOR SERVICE PINS. REFERENCE BID # 121-11 EST. \$58,628.20 TOTAL
3. ALL JEFFERSON COUNTY DEPARTMENTS FROM CCA FINANCIAL LLC, ASHLAND, VA, MASTER LEASE CONTRACT RENEWAL FOR COPIERS, PRINTERS AND COMPUTER EQUIPMENT FOR THE PERIOD OF 6/1/11 - 5/31/12. REFERENCE BID # 96-10 EST \$80,000.00 TOTAL
4. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY, BESSEMER, AL, TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR GERTRUDE LYNCH. REFERENCE BID # 127-11 EST. \$15,500.00 TOTAL
5. COMMUNITY AND ECONOMIC DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR ARRINGTON ALLEN. REFERENCE BID # 127-11 EST. \$16,065.00 TOTAL
6. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR BEULAH DAVIS. REFERENCE BID # 127-11 EST. \$5,450.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM JOHNSON & JOHNSON, ATLANTA, GA, TO PURCHASE THERMACHOICE III UTERINE BALLOON THERAPY WITH FLUID CIRCULATION. SAP PURCHASE ORDER # 2000055673 \$7,237.08 TOTAL
8. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR WORK UNIFORMS. REFERENCE BID # 146-I 1 EST. \$105,324.98 TOTAL
9. FINANCE: SEWER BILLING FROM CITY OF TRUSSVILLE UTILITIES BOARD, TRUSSVILLE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRUSSVILLE METER READINGS. SAP PURCHASE ORDER # 2000048822 \$75,000.00 TOTAL

REPORTED FOR:

1. TAX ASSESSOR'S OFFICE - BESSEMER DIVISION FROM WALTER CURTIS COMPANY LLC, DEWITT, MI, FOR POCKET BADGES ALREADY ORDERED. SAP PURCHASE ORDER # 2000055755 \$252.50 TOTAL
2. JEFFERSON REHABILITATION AND HEALTH CENTER FROM CLASSIC DESIGN AVIARIES, COMMERCE, GA, FOR MAINTENANCE AND CLEANING BIRD AVIARY'S (PARTS AND LABOR INCLUDED).
SAP PURCHASE ORDER # 2000055782 \$191.85 TOTAL
3. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM FISHER SCIENTIFIC CORPORATION, HOUSTON, TX, FOR REPLACEMENT OF EXCELSIOR TISSUE PROCESSOR (EMERGENCY ORDER).
SAP PURCHASE ORDER # 2000055878 \$48,500.00 TOTAL AMERINET AGREEMENT # VL-01200
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MCPHERSON OIL COMPANY, CHARLOTTE, NC, TO PAY INVOICES FOR FUEL ALREADY RECEIVED - CONCORD AND PLEASANT GROVE LOCATIONS.
SAP PURCHASE ORDER # 2000055787 \$6,955.40 TOTAL FEMA DR-1971
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MUNICIPAL EMERGENCY SERVICE DEPOSITORY ACCOUNT, CHARLOTTE, NC, FOR RESCUE JACK ML-28 AND RESCUE JACK SPS-4PTX ALREADY RECEIVED.
SAP PURCHASE ORDER # 2000055789 \$11,066.66 TOTAL
6. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MUNICIPAL EMERGENCY SERVICE DEPOSITORY ACCOUNT, CHARLOTTE, NC, FOR MOC II CUTTER WITH STREAMLINE CONNECTIONS AND T-59 RAM ALREADY RECEIVED.
SAP PURCHASE ORDER # 2000055790 \$8,014.28 TOTAL
7. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM GEM REFRIGERATOR COMPANY, PHILADELPHIA, PA, FOR GEM 1MFB PLASMA FREEZER EMERGENCY REPLACEMENT. SAP PURCHASE ORDER # 2000055915
\$6,329.80 TOTAL AMERINET CONTRACT # VL-10041
8. GENERAL SERVICES: ADMINISTRATION FROM ELECTION SYSTEMS AND SOFTWARE INCORPORATED, CHICAGO, IL, TO PAY INVOICE FOR POLLBOOK AND AIMS SYSTEM ANNUAL MAINTENANCE SUPPORT FOR ELECTIONS.
SAP PURCHASE ORDER # 2000055902 \$10,789.01 TOTAL

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

Jun-28-2011-507

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 Viviant Solutions to provide maintenance, support and license for intranet dashboard that maintains the current County website and internet site for the period April 3, 2011 - April 2, 2012 in the amount of \$7,900.

CONTRACT NO 00002711

Contract Amendment No. 1

This Amendment to Contract entered into the 31st day of May, 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and Viviant Solution LLC DB/A Intranet Dashboard" hereinafter referred to as the "Contractor" to provide Maintenance, Support for Intranet Dashboard.

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 referenced above, which was approved by the Commission on June 29, 2010 and record in Minutes Book 160, Page +150-152 is hereby amended as follows:

Item 2 Amend Scope of Services

Description	Qty	Rate	Amount
Yearly Intranet Dashboard Maintenance, Support & License Subscription includes all upcoming patches and new versions for the valid period. 8 (Eight) hours of technical e-mail support is included.	1	\$2,900.00	\$2,900.00
Professional Services Complete Software Upgrade & Configuration			
<ul style="list-style-type: none"> • Complete server installation for both of your environments and 			

assurance for one year with Live			
• Technical Support Hours (5 Hours)			
• 6 Hours of training on ID CMS	1	\$5,000.00	\$5,000.00
		TOTAL	\$7,900.00

Item3. Amend Term of Contract: Contract Period: April 3, 2011 - April 2, 2012.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrmngton, President

Jefferson County Commission

CONTRACTOR

Jason Onufrak, Sales Director

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

Jun-28-2011-508

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and Black Warrior Riverkeeper authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTEE

Charlie Scribner, Executive Director

Black Warrior Riverkeeper

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

Jun-28-2011-509

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

Jun-28-2011-510

WHEREAS, as of Section 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final reports of the uncollected balances of personal property taxes for tax year 2010 showing the name of every insolvent tax payer from whom he has been unable to collect, the amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission hereby allows the Collector credit for such insolvent taxes as he has been unable to collect and for taxes remaining in litigation and credits him with all County taxes included therein and the President shall certify the same to the Comptroller for the State, which certification shall be reflected by the President's signature upon said Tax Collector's final report.

BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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

Jun-28-2011-511

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Alabama Act 2011-70, there is hereby established the appointment "at-will" position of Chairman-Board of Equalization which shall be compensated at a bi-weekly salary of \$4,085.60. The Chairman-Board of Equalization shall receive the same benefits available to employees in the classified service. (Bob Rogers appointed to position)

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

Jun-28-2011-512

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Kederick Mosley in the amount of One Thousand One Hundred Sixty Two and 82/100 (\$1,162.82) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and direct to issue a check made payable to Kederick Mosley in the amount of \$1,162.82 and forward it to the County Attorney for disbursement.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, July 12, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk