

STATE OF ALABAMA)

JEFFERSON COUNTY) January 10, 2012

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

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 4 - Joe Knight
- District 5 - David Carrington

The Commission met in Work Session on January 5, 2012, and approved the following items to be placed on the January 10, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 12.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 14.
- Commissioner Carrington, Administrative Services Committee - no items.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 2 and 3.
- Commissioner Stephens, Finance & Information Technology Committee Items A through K.

Commissioner Bowman asked for report regarding cost of legal services for 2011.

Deputy County Manager, Walter Jackson asked that all department heads get their list of volunteers for upcoming elections to the County Manager, Tony Petelos by Monday, January 9, 2012.

Jan-10-2012-2

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Joe McConnell to serve on the McAdory Area Fire District Board of Trustees, for a second five-year term ending December, 2016, be and hereby is approved.

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

Jan-10-2012-3

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Sharon B. Lewis to serve on the Forestdale Fire District Board of Trustees, for a five-year term ending September, 2016, be and hereby is approved.

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

Jan-10-2012-4

WHEREAS, Troy Perry has completed the unexpired term of a previous member on the Jefferson County Board of Zoning Adjustment; and

WHEREAS, Mr. Perry has been faithful in his attendance and duties pertaining to such Board, serving as Chairman of the BZA for the past year; and

WHEREAS, Mr. Perry has expressed a desire to continue to serve on the Board.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Mr. Troy Perry is hereby re-appointed to the Jefferson County Board of Zoning Adjustment, for a new term commencing immediately and ending December 31, 2014.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

1/10/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MASTER PLUMBER CERT. AND OFFICE SUPPLIES	GEN SVCS: ADMINISTRATION	275.00	1900054876
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-POSTAGE FOR MAIL TO STATE	CO HOME: GENERAL ADMIN	5.80	1900053573
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-MILEAGE MDS TRAINING IN MONTGOMERY	CO HOME: NURSING SERVICE	99.63	1900053631
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-MILEAGE MDS TRAINING IN MONTGOMERY	CO HOME: NURSING SERVICE	99.63	1900053632
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAIL OUT	GEN SVCS: ADMINISTRATION	58.29	1900054980
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-POSTAGE FOR OVERNIGHT MAIL DOCUMENTS	CO HOME: GENERAL ADMIN	13.25	1900054811
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-POSTAGE CERTIFIED MAIL	CO HOME: GENERAL ADMIN	3.05	1900054807
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-POSTAGE TO MAIL EMPLOYEE RECORDS	CO HOME: GENERAL ADMIN	16.10	1900054816
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MASTER PLUMBER AND GAS FITTERS CERTIFICATION	GEN SVCS: ADMINISTRATION	250.00	1900054898
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR BOX MAILED FOR RDS & TRANS-TRAFFIC ENG	GEN SVCS: ADMINISTRATION	8.84	1900054882
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-POSTAGE CERTIFIED MAIL	CO HOME: GENERAL ADMIN	3.10	1900054809
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-POSTAGE TO MAIL FILE TO ADPH	CO HOME: GENERAL ADMIN	8.03	1900054814
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REFUND TO CUSTOMER OVERPAYMENT IN PARKING LOT	GEN SVCS: ADMINISTRATION	28.00	1900055048
DISTRICT 1	1000193	JEFFERSON CO TREASURER	GAS FOR POOL CAR	CORONER/MEDICAL EXAMINER	45.56	1900055062
*DISTRICT 1					914.28	
DISTRICT 2	1000013	STATE OF AL HIGHWAY DEPT	80% REFUND TO ST OF AL CIR CT CASE TR.37 MOR.RD.	R&T: ADMINISTRATION	16,048.51	1900054893
DISTRICT 2	1000193	JEFFERSON CO TREASURER	POSTAGE, KEYS, HYDRAULIC HOSES FOR BUCKET TRUCK	R&T: HIGHWAY MAINT-KETONA	183.72	1900055008
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRAWER LOCK, FUEL HOSE, PARTS FOR PORTABLE PUMP	R&T: HIGHWAY MAINT-BESS	25.98	1900054895
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR ARTEE SAMS	R&T: HIGHWAY MAINT-BESS	43.75	1900054897
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PULVERIZED LIME & CHAIN PUNCH FOR CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	38.32	1900055170
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAINT, KEYS, PROPANE SUPPLIES FOR CAMP KETONA	R&T: HWY MAINT-KETONA	118.03	1900055176
*DISTRICT 2					16,458.31	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE- ENF EXAMINERS OCT	REVENUE	205.74	1900054908
DISTRICT 3	1003133	THE BIRMINGHAM NEWS	BHAM NEWS 1 YEAR SUBSCRIPTION ACCT#15307770	COMMISSIONER, DISTRICT 3	91.00	1900055087
*DISTRICT 3					296.74	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	2 DIE STAMPS - JOE G. YOUNG	LAND DEVELOPMENT	6.18	1900054725
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MEDICINE, FOOD, TRAINING CLASS, JANITORIAL SUPPLIE	YOUTH DETENTION: SUPP SVCS	147.01	1900054949
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	517.82	1900055051
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	488.07	1900055047
*DISTRICT 4					1,159.08	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT TO EMPLOYEES/OWENSRUSSELLSUZUKI	PER BD: TRAINING	119.30	1900054156
DISTRICT 5	1027576	EARL TAFT	ASSESSOR_CHECK REISSUE-0111FFIGHTERASSMNT	PER BD: TESTING	125.00	1900055192
DISTRICT 5	1028881	EZRA ROBINSON	ASSESSOR_EZRAROBINSON_1011FIRECAPTDEVELOPMENT	PER BD: TESTING	258.65	1900055067
DISTRICT 5	1028882	JOHN BURNS	ASSESSOR_JOHNBURNS_1011FIRELIEUTDEVELOP	PER BD: TESTING	155.78	1900055068
DISTRICT 5	1028884	MALCOLM CALVERT	M. CALVERT REFUND HALF OF HEALTH.	HUMAN RESOURCES ADM	170.50	1900055053
DISTRICT 5	1028893	SIMMEANA WESTBROOK	ASSESSOR1011FIRELIEUTDEVELOP	PER BD: TESTING	191.20	1900055171
*DISTRICT 5					1,020.43	
**					19,848.84	

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

Jan-10-2012-5

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an agreement with Warren, Averett, LLC to perform an audit of the Schedule of Receipts and Disbursement of the Education Tax proceeds for the fiscal year ended September, 30, 2011 for an amount not to exceed \$52,000.

THIS AGREEMENT entered into this 10th day of January 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Warren, Averett, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2012.

WHEREAS, the County desires to contract for accounting-services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional accounting services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner accounting audits as described below:

- An audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2011 as described in Section 16.1 of the Trust indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B. The schedule of receipts and disbursements of Education Tax Proceeds shall include only proceeds collected by the County from the levy

of the Education Tax and disbursements made from those same proceeds. Other receipts, such as bond proceeds and Investment earnings, shall not be included. Other disbursements, such as grants and arbitrage rebate payments shall not be included. The County will furnish a copy of such audit to the Trustee and to each Rating Agency which has a rating outstanding respecting any series of the Parity Securities, and each of them is granted the right to discuss the contents of the audit with the Contractor making the same and to secure from the Contractor such additional information respecting the matters therein set out as may be reasonably required.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until September 30, 2012. The parties may extend the term of this agreement by mutual agreement if required for completion of services.

4. COMPENSATION: The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

<p>ACCOUNTING SERVICES</p> <p>Audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2011 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B.</p>	<p>COST PROPOSAL</p> <p>Estimated Hours 175-225</p> <p>Estimated Fees \$42,000-\$52,000</p>
--	---

Hourly rates by position are as follows:

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

A payment of \$25,000 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 1st and the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 15 days of invoice date.

Expenses will also include only actual out of pocket expenses such as mileage and other direct costs. All out of pocket expenses will be billed separately and disclosed fully on the statements.

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

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

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

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

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

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

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

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

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

13. CONFLICTS OF INTEREST: Other than assisting CPA firm clients in the normal course of business related to occupational tax and business license matters during the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

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

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

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

CONTRACTOR

Carol L. Phillips, CPA

Warren, Averett, LLC

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

ADDENDUM TO ACCOUNTING SERVICES CONTRACT

January 10, 2012

1. ENGAGEMENT: Warren, LLC and its affiliates ("Warren Averett") are pleased to confirm our understanding of the audit services we are to provide for Jefferson County, Alabama ("the County"). This addendum to the Accounting Services Contract dated January 10, 2012 with Jefferson County, Alabama confirms our understanding of the terms and objectives of our audit engagement and the nature and limitations of the auditing services we will provide.

In the following sections, "we" refers to Warren Averett and "you" refers to Jefferson County, Alabama.

2. SERVICES PROVIDED: We will perform auditing services as described in paragraph 2 of the Accounting Services Contract.

The objective of our audit is the expression of an opinion as to whether your Schedule of Education Tax Proceeds Receipts and Disbursements (the Schedule) is fairly presented, in all material respects, in conformity with the cash basis of accounting. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinion. If our opinion is other than unqualified, we will discuss the reasons

with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. Our procedures will include tests of the documentary evidence supporting the transactions recorded in the accounts. We will request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about the Schedule and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect errors, fraud, or other illegal acts that are immaterial to the Schedule. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Schedule. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you internal control related matters that are required to be communicated under professional standards.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the Schedule in conformity with the cash basis of accounting. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee any other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the Schedule to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Schedule taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the Schedule. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators or others. Management is also responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

We understand that your employees will locate any documents selected by us for testing.

3. **DETECTION:** The audit engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the Schedule, and the County agrees that we will have no responsibility to do so. However, if during the ordinary course of the audit, such acts are in fact detected, they will be reported to appropriate County personnel upon discovery.

4. **FEES:** Our fees for these services are outlined in the accompanying Accounting Services Contract. If unusual circumstances or transactions are encountered outside the scope of the audit, we will discuss them with you in advance and agree on any additional fees before we incur any time.

5. **BILLING:** Billing terms are outlined in the accompanying Accounting Services Contract dated January 10, 2012. Invoices are due within 15 days of the invoice date. In the event that payment is not received within 15 days of the due date, the County will be assessed interest charges of 1.0 percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the County agrees that we will not be responsible for the County's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the County resulting from the County's failure to meet such deadlines.

6. **LEGAL FEES:** In addition to the fees for services described in this agreement, the County agrees to pay legal fees incurred by Warren Averett in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon. However, in no event, shall the County be responsible for fees incurred by Warren Averett in defense of its own work.

7. **LIABILITY:** Warren Averett's maximum liability to the County for any reason shall be limited to the fees paid by the County for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence

or our willful misconduct.

8. INDEMNITY: The County agrees to release, defend, indemnify and hold Warren Averett and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett by the County, or intentional withholding or concealment of information from Warren Averett by the County.

9. ALTERNATIVE DISPUTE RESOLUTION: By signing this agreement, both parties agree to submit to mediation at the option of either party for the resolution of any disputes or claims.

10. INVALIDATION: In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

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

CONTRACTOR

Carol L. Phillips, CPA

Warren, Averett, LLC

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

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

STAFF DEVELOPMENT

Individual Staff Development

Revenue	
Charles Bell	\$2,562.86
Tax Audits	
St. Louis & Cape Girardeau, MO and Memphis, TN	
February 11-24, 2012	
Wesley Scott Moore	\$2,623.99
Tax Audits	
Nashville, TN; Louisville, KY & St. Louis, MO	
February 5-17, 2012	
Bruce Thompson	\$2,081.50
Tax Audits	
Dallas, TX – March 11-15, 2012	
Tax Assessor	
Sharon Rice	\$2,299.25
2012 GIS/CAMA Technologies Conference	
San Antonio, TX – March 11-15, 2012	

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

BUDGET TRANSACTION

- (1) Cooper Green Mercy Hospital \$225,000

Shift funds and add purchasing memorandum to implement hospital-wide wireless access to support the EMR system.

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

REQUEST FOR CERTIFICATIONS

Tax Assessor - Birmingham

Director of Tax Assessments - regular & provisional

Cooper Green Mercy Hospital - Medical/Surgical

Licensed Practical Nurse

Staff Registered Nurse - Baylor Plan

Cooper Green Mercy Hospital - CCU - 7 South

Licensed Practical Nurse

Staff Registered Nurse

Cooper Green Mercy Hospital - Labor & Delivery

Staff Registered Nurse - 4 positions

Cooper Green Mercy Hospital - Emergency Room

Staff Registered Nurse - 2 positions

Cooper Green Mercy Hospital - Pathology

Senior Histology Tech

Cooper Green Mercy Hospital - Housekeeping

Housekeeping Assistant

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

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

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

For Week of 12/15/2011-12/21/2011

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GS FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, FOR FULL COVERAGE ON METASYS WORKSTATIONS, METASYS DOC, METASYS N2 DEVICES, METASYS COMMUNICATION EQUIPMENT, AND SOFTWARE SUBSCRIPTION FOR METASYS SOFTWARE.
SAP PURCHASE ORDER # 2000060985 \$82,946.00 TOTAL SOLE SOURCE AGREEMENT # I-4050561364
2. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM BECKMAN COULTER INCORPORATED, BREA, CA, TO PAY OUTSTANDING INVOICES FRO LABORATORY SUPPLIES. SAP PURCHASE ORDER # 2000061001
\$17,655.29 TOTAL
3. COOPER GREEN MERCY HOSPITAL - PHARMACY FROM GLOBAL PHARMACEUTICAL, EFFINGHAM, IL, PAYMENT FOR UNIT - SERVICE ALREADY RENDERED: 10/16/11 -10/31/11 (INVOICE # 20894) AND 11/1/11 -11/15/11 (INVOICE # 20895). SAP PURCHASE ORDER # 2000061033 \$9,365.60 TOTAL
4. GENERAL SERVICES DEPARTMENT FROM KNOX PEST CONTROL, PELHAM, AL. FOR PEST CONTROL AND INSPECTION SERVICES. SAP PURCHASE ORDER # 2000061055 \$16,128.00 TOTAL REFERENCE BID # 204-11
5. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM RYDER TRUCK RENTAL, BIRMINGHAM, AL, RENTAL OF TWO (2) 53" DRY VAN TRAILERS FOR ONE (1) WEEK, TRAILER DELIVERY AND REMOVAL.
SAP PURCHASE ORDER # 2000061019 \$7,595.40 TOTAL
6. JEFFERSON COUNTY USER DEPARTMENTS FROM NEXAIR LLC, BIRMINGHAM, AL, TO AWARD BID FOR OXYGEN, ACETYLENE, AND OTHER GASES. REFERENCE BID # 56-12 \$0.00 TOTAL
- 6.[sic] GENERAL SERVICES FROM H & M MECHANICAL INCORPORATED, PELHAM, AL. TO AWARD BID FOR TESTING OF BACKFLOW PREVENTION. REFERENCE BID # 25-11R \$0.00 TOTAL
7. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM G & R MINERAL SERVICES, BIRMINGHAM, AL, OPEN (BID BASED) PURCHASE ORDER FOR MOBILE CRANE RENTAL ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/I 1 - 9/30/12. SAP PURCHASE ORDER # 2000061143 \$10,000.00 TOTAL
REFERENCE BID # 179-10
8. COOPER GREEN MERCY HOSPITAL - NUCLEAR MEDICINE FROM BIRMINGHAM NUCLEAR PHARMACY C/O TRIAD

ISOTOPES INCORPORATED, ATLANTA, GA, FOR RADIOPHARMACEUTICAL SERVICES AND SUPPLIES FOR THE PERIOD OF 1/10/12 - 9/30/12 TO BE ORDERED AS NEEDED BY USER DEPARTMENT.

SAP PURCHASE ORDER # 2000061039 \$81,000.00 TOTAL REFERENCE BID # 20-10

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM GENZYME, PITTSBURG, PA, FOR CANCER SPECIMEN ANALYSIS TO BE ORDERED AS NEEDED BY USER DEPARTMENT AND TO PAY PAST DUE AND FUTURE INVOICES FOR THE PERIOD THROUGH 9/30/12. SAP PURCHASE ORDER # 2000060394 \$7,000.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (CENTRAL) FROM INTERACTIVE OPTIC INCORPORATED, NASHVILLE, TN, TO PAY PAST DUE INVOICES FOR EMERGENCY REPAIRS PERFORMED ON SURGICAL INSTRUMENTS AS DESCRIBED ON THE INVOICES PER VINCENT DALLAS. SAP PURCHASE ORDER # 2000060925, 2000060929
\$11,821.77 TOTAL

For Week of 12/22/11-12/28/11

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL FROM SOUTHERN SWEEPERS AND SCRUBBERS INCORPORATED, BIRMINGHAM, AL, FOR RENTAL OF THREE (3) SWEEPERS. SAP PURCHASE ORDER # 2000061175 \$6,600.00 TOTAL
2. FAMILY COURT ADMINISTRATION FROM PITNEY BOWES, LOUISVILLE, KY, POSTAGE FOR RESERVE ACCOUNT. SAP PURCHASE ORDER # 2000061211 \$40,000.00 TOTAL
3. CORONER'S OFFICE FROM HOMETOWN FORD, OPELIKA, AL, PURCHASE ORDER FOR ONE (1) EACH DODGE CHARGER POLICE CAR. SAP PURCHASE ORDER # 2000061230 \$25,831.00 TOTAL
STATE OF ALABAMA CONTRACT # T191L

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

Jan-10-2012-6

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an agreement with Phoenix Payment Systems, Inc. doing business as Electronic Payment Exchange to provide credit card payment processing and electronic conversion payment processing for a fee based upon cost per transaction as per bid.

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

Jan-10-2012-7

WHEREAS, Joe Young has completed the unexpired term of a previous member on the Jefferson County Planning & Zoning Commission; and

WHEREAS, Mr. Young has been faithful in his attendance and duties pertaining to such Board, including participation in continuing education courses to become a Certified Alabama Planning & Zoning Official and serving as Chairman of the P&Z for the past year; and

WHEREAS, Mr, Young has expressed a desire to continue to serve on the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Mr. Joe Young is hereby re-appointed to the Jefferson County Planning & Zoning Commission, for a new term commencing immediately and ending December 15, 2015.

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

Jan-10-2012-8

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following universities/high schools for Cooper Green Mercy Hospital to provide clinical education/clinical

observational experiences for students. These are no cost agreements.

- (a) University of Pikeville-Kentucky College - Osteopathic Medical students
- (b) University of Alabama at Birmingham - Physical Therapy students

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

Jan-10-2012-9

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to agreement between Jefferson County, Alabama and Affinity Home Hospice Services to provide respite care and pain management and/or pain alleviation for persons having terminal illness for FY2011-2012. This is a revenue generating agreement.

CONTRACT AMENDMENT

This contract Amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital hereinafter referred to as "The Hospital and AFFINITY HOME HOSPICES SERVICES. hereinafter referred to as the "Contractor," is hereby effective on October 1, 2011 as follows:

WITNESSETH:

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

NOW, THEREFORE, in consideration of the above, the parties hereto agree as The Contract between the parties was approved by the Jefferson County Commission on the 23rd of March, 2010, in the Minute Book 159; Page(s) 428:

The Contract was extended on February 11, 2011; and approved by the Jefferson County Commission on June 14, 2011, and recorded in Minute Book 161; Page(s) 576-577, is hereby amended as follows:

Extend the completion date of this contract from October 1, 2011 to September 30, 2012.
All other terms and conditions of the original contract remains the same.

Jefferson County Commission
W. D. Carrington, President
County Commissioner
Affinity Home Hospice Services
Sandra McKenzie, RN
President/CEO
Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

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

Jan-10-2011-10

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Psychotherapy & Wellness Center to provide services for St. George's Clinic patients for FY11-12 in the amount of \$95,500.

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 Alabama Psychotherapy & Wellness Center, hereinafter referred to as the "Contractor," is hereby effective on October 1, 2011 as follows:

WITNESSETH:

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

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

The Contract between the parties entered on the 1st day of October, 2010, which was approved by the Jefferson County Commission on September 28, 2010, and recorded in Minute Book 160; Page(s) 450-451, is hereby amended as follows:

The Contract was amended on October 1, 2010; and approved by the Jefferson County Commission on October 25, 2011, and recorded in Minute Book 162; Page(s) 342, is hereby amended as follows:

Section 3: Extend the completion dated of this contract from October 1, 2011 to September 30, 2012.

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

Jefferson County Commission

W. D. Carrington, President

County Commissioner

Alabama Psychotherapy & Wellness Center

Lorne Dann, PhD.

Cooper Green Mercy Hospital

Sandra Hullett, MD

CEO/Medical Director

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

Jan-10-2012-11

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Services Agreement between Jefferson County, Alabama and Teleflex Medical to provide respiratory humidification supplies in the amount of \$5,000 beginning upon approval and ending September 30, 2012.

MEDICAL HUMIDIFICATION SERVICES AGREEMENT

This agreement ("Agreement") is by and between Teleflex Medical incorporated, with an address of P.O. Box 12600 Research Triangle Park, NC 27709 ("Supplier") and Jefferson County Commission d/b/a Cooper Green Mercy Hospital ("Customer"), having an address of 1515 6th Ave South, Birmingham, AL 35233. Teleflex and Customer may be referred to individually as a "Party" and collectively as the "Parties".

Background

A. As one of the nation's leading providers of consumable humidification products and equipment, Supplier has a comprehensive selection of humidification alternatives, ranging from passive therapy through its market leading line of heat moisture exchangers, to heated humidification provided by the CONCHATHERM line of heaters. Supplier offers a program whereby it will place humidification equipment on the Customer's premises at no charge, in return for a commitment by the Customer to purchase certain related consumable products used in connection with the humidification equipment (as hereinafter defined) to Customer hereunder ("Consumables") as set forth on Schedule B.

B. This Agreement and its Schedules set forth the terms and conditions under which Supplier will provide the Customer the no-charge use of certain humidification equipment, for which the Customer will commit to purchase all of its needed Consumables.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the Parties agree as follows:

1. TERMS OF AGREEMENT:

The term of this Agreement shall begin on the date the contract is signed by the Jefferson County Commission President. The contract term ends Sept 30, 2012 ("Initial Term") and may be renewed at the County's option for two additional years.

2. Governing Law/Dispute Resolution

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

3. 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.

4. Equipment to be Loaned:

Schedule A attached hereto and incorporated herein lists the humidification equipment ("Equipment") to be loaned by Supplier to Customer. The total value of the Equipment is \$40,028.85; the approximate value of the loaned Equipment is \$13,342.95 per year. The

Equipment is being loaned at no charge to the Customer in exchange for the Customer purchasing all of its needed Consumables from Supplier for the duration of the Initial Agreement Term and any extension thereof. Customer may return the Equipment to Supplier prior to the end of the Initial Agreement Term as set forth in Schedule A and subject to the Customer returning such Equipment in undamaged, working condition. The Equipment shall remain the property of Supplier unless sold to the Customer under a formal purchasing agreement. The loaned Equipment is designed for exclusive use with the Supplier's Consumables only.

Schedule A sets forth the Customer's obligations concerning the use and care of the Equipment and the return of the Equipment. Schedule A may be amended during the term of this Agreement by the mutual written consent of Supplier and the Customer.

5. General Provisions of the Agreement:

Termination for Convenience

Upon Thirty (30) days written notice to Contractor and by complying with the provisions for the return of the Equipment as set forth in Schedule, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. A. 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. NON-ASSIGNMENT. Vendor may not assign the services furnished under this Agreement to any third party without the prior written permission of CGH.

In the event of termination by Supplier, the Customer will be responsible for returning all Equipment as set forth in Schedule A.

The following parties agree to be bound by the Terms and Conditions of this Agreement, which includes Schedules A (on file in the Minute Clerk's office)

Agreed and Accepted By:

Teleflex Medical Incorporated

Cooper Green Mercy Hospital

Sandra Hullett, MD

VP of Finance

CEO/ Medical Director

Jefferson County Commission

W. D Carrington, President

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

Jan-10-2012-12

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Covidain to provide maintenance and support of eight Legacy Platinum patient ventilators in the amount of \$11,672.12 for a one-year period.

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

Jan-10-2012-13

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Rx Advantage, Inc. to provide drugs and supplies to Jefferson Rehabilitation & Health Center for FY2011-2012 in the amount of \$377,000.

CON N0: 00000819

AMENDMENT TO CONTRACT 1

This Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County", and RX Advantage Inc. hereinafter called "the Contractor" to provide drugs and supplies as required for patients and the facility in accordance with the state and federal laws and regulations, Jefferson County Commission policies and procedures,

shall become effective the 1st day of October 2011.

WITNESSETH:

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

WHEREAS, the Consultant 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 August 17, 2010 and recorded in Minute Book 160, Pages 309-317, is hereby amended as follows:

Item 6. Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2011 through September 30, 2012.

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

Jefferson County, Alabama

W. David Carrington, President

Jefferson County Commission

CONTRACTOR:

John D. McKay, President / Rx Advantage, Inc.

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

Jan-10-2012-14

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

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

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

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

Jan-10-2012-15

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President, W. D. Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP) from the Community Development Block Grant Program.

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

Jan-10-2012-16

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President, W. D. Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Fairfield Forest Hills Park Improvements Project (CD09-03F-MOI-FHP)

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

Jan-10-2012-17

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Martintown Park Improvements Project (CD09-03J-U03-MTP), such bids having been opened on December 15, 2011, and listed as follows:

Contractor	Base Bid	Notation	Alt1	Alt2	Alt3	Total Bid
Coston General Contractors, Inc.	\$ 97,184.00	+2,000 base & Alt1	4,680	10,432	3,185	\$119,481.00
Southeastern Sealcoating, Inc.	\$126,533.25		8,488	14,181	5,250	\$154,452.25
Veterans Landscaping Co., Inc.	\$134,582.75		9,488	11,736	4,830	\$160,636.75
Richardson Construction Co.,	\$145,077.00		8,400	13,366	9,625	\$176,468.00
The Pennington Group, Inc.	\$190,779.00		8,000	11,899	4,550	\$215,218.00

WHEREAS, after tabulation by the Nimrod Long & Associates, and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Coston General Contractors, Inc. for the base bid + \$2,000 for a total amount of \$99,184.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the County Manager hereby is authorized, empowered and directed to award and execute this Agreement on behalf of Jefferson County, Alabama and Coston General Contractors, Inc., for the Martintown Park Improvements Project (CD09-03J-U03-MTP). This project will be funded with federal Community Development Block Grant Funds and Departmental Funds. This project is from the Program Year 2009.

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

Jan-10-2012-18

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

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

WHEREAS, said mortgage is identified as follows: 134 39th Avenue NE Center Point Alabama 35215

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201009 Page 15186, in the Probate Office of Jefferson County, Alabama

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201009 Page 15186, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 10th day of January, 2012.

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

W. D. Carrington, President

Jefferson County Commission

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

Jan-10-2012-19

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Hueytown, AL; and

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

WHEREAS, said mortgage is identified as follows: 2086 TOWNHOUSE LANE, HUEYTOWN, ALABAMA 35023

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201062 Page 14947, in the Probate Office of Jefferson County, Alabama

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR 201062 Page 14147, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 10th day of January, 2012.

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

W. D. Carrington, President

Jefferson County Commission

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

Jan-10-2012-20

WHEREAS, a mortgage was executed by William R. Fugatt and Stephanie J. Courtney and recorded on December 16, 1994 in Instrument No. 9414/4473 in the Probate Office of Jefferson County, Alabama, Birmingham Division; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full.

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

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by William R. Fugatt and Stephanie J. Courtney dated December 16, 1994, in the original amount of \$21,021.00 and recorded in Instrument No. 9414/4473, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 10th day of January, 2012.
JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama
W. D. Carrington, President
Jefferson County Commission

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

Jan-10-2012-21

WHEREAS, it is necessary to revise W IA Grant Agreement 13-A to incorporate an additional allocation of \$284,489.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to sign the modification of WIA funds as reflected on W IA Plan 13-A.

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

Resolution to approve request from U. S. Steel Corp/Twin Pines, LLC for vacation of a portion of Blue Creek Road in the Adger/Hueytown area to extend their mining operation was carried over to the January 24th Regular Commission Meeting.

Jan-10-2012-22

WHEREAS, Jefferson County, Alabama, by and through the Office of Senior Citizen Services, has received a grant award from the Alabama Department of Senior Services (ADSS) in the amount of \$1,200 to provide assistance for senior issues at the Graysville Senior Center; and

WHEREAS, the grant funds will be used to support Program Year 2012 at the Graysville Senior Center; and

WHEREAS, there is no in-kind match; therefore, no additional funds are required.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funds from the Alabama Department of Senior Services in the amount of \$1,200 for the Graysville Senior Center, located at 246 S. Main Street, Graysville, Alabama.

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

Jan-10-2012-23

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

(a) City of Fairfield

(b) City of Leeds

Contract Amendment No. 1

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

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

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

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

The dates for the center holidays are as follows:

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

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

AGENCY

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

Jan-10-2012-24

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the City of Fultondale to provide funding for the Center Manager's salary at the Mt. Olive Senior Center for FY11-12 in the amount of \$10,000 - grant funds.

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

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

Jan-10-2012-25

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Modification Number 2 to National Emergency Grant Agreement Number OF30601.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Authorized Signature Card as the authorized official for Agreement Number OF30601.

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

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

Jan-10-2012-26

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Modification Number 1 to Agreement No. 0-F30-60-02 with the City of Birmingham for the NEG Tornado grant. The modification extends the time of performance to January 31, 2012. The funding amount remains unchanged.

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

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

Jan-10-2012-27

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Aletheia House approved at M.B. 162 PG 128, on August 23, 2011, is hereby terminated for convenience of the County effective thirty (30) days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall immediately notify Aletheia House of this action.

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

Jan-10-2012-28

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-2011-026 ALAWEST-AL, LLC, owners; Dewayne Kennedy, agent, requests a change of zoning on Part of Parcel ID# 19-1-0-0-2 in Section 1 Twp 17 Range 6 West from I-3 (Industrial) to I-3(S) (Strip Mining) for expansion of a coal fine recovery operation. (Site Address: 2875 McCarty Town Road, Quinton, AL 35130) (SKELTON CREEK) (80 Acres M/L)

RESTRICTIVE COVENANTS: 1. there shall be no blasting on the property; 2. all fines recovered east of Skelton Creek shall be routed directly to Alabama Highway 269; 3. a roadway maintenance and repair agreement and surety bond, in an amount to be determined by the Department of Roads & Transportation, shall be posted to cover any damages to McCarty Town Road; and, 4. the applicant/property owner shall file a petition to rezone the properties involved in the operation to A-1 (Agriculture), C-U (Current Use) or other appropriate classification within 24 months or upon reclamation of the property.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2011-026 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman and Carrington.

Z-2011-027 Roy Pennington, owner, requests a change of zoning on Parcel ID# 14-28-4-2-29 (Lots 203, 205, 207, 209, 211, 213, and 215 of Burgin Survey) in Section 28 Twp 16 Range 3 West from R-6 (Single Family) to I-1 (Light Industrial) for compliance for an automotive upholstery shop. (Site Address: 3730 Shady Grove Road, Fultondale, AL 35068) (COALBURG) (1.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. the property shall be used for an automobile upholstery shop only; and, 2. the property owner shall maintain compliance with the terms of the I-1 (Light Industrial) District in that there shall be no inoperable vehicles or other junk kept on the property; 3. there shall be no outside storage of hazardous chemicals.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2011-027 be approved subject to filing

of covenants. Voting "Aye" Knight, Brown, Bowman and Carrington.

Commission Carrington stated that an opinion from the County Attorney that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Knight seconded by Commissioner Brown to convene an Executive Session. Voting "Aye" Knight, Brown, Bowman and Carrington.

Commissioner Carrington stated the Executive Session would convene at 10:00 a.m. and that the Regular Commission Meeting will not reconvene, but that the meeting will be in recess.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, January 24, 2012.

ATTEST

President

Minute Clerk