

STATE OF ALABAMA)

JEFFERSON COUNTY) July 26, 2011

The Commission convened in regular session at the Bessemer Courthouse at 9:08 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 July 12 and 21, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on July 19, 2011, and approved the following items to be placed on the July 26, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items I through VI.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 13.
- Commissioner Carrington, Administrative Services Committee - Item 1.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items A through N.
- Commissioner Stephens, Finance & Information Technology Committee Items A through L.

Jeff Gunter, Engineer in the Landing Planning & Development Office gave an update regarding stormwater and permitting requirements.

Allen Kniphfer with the Emergency Management Agency gave an update on the alert warning systems.

Commissioner Stephens presented to the Commission a resolution from the Alabama State Senate commending their leadership and relief efforts regarding the April 27th tornado event.

Frank Petrusnek with WorkTrain USA, LLC gave a presentation to the Commission.

Dr. Frederick Hamilton, Director of Community & Economic Development discussed with the Commission applying and approving an application for the Alabama EMA Hazard Mitigation Grant Program - Community Safe Room Project in order to receive funds for the building of four shelters, one each in the following communities: Concord, Minor, North Smithfield and Edgewater. This would be a 75% federal fund and 25% in-kind match project.

Commissioner Carrington asked that the meeting scheduled for Thursday at 10:00 a.m. be changed to 9:00 a.m. The Commission voted to approve the change and that public notification would be given to media outlets.

Jul-26-2011-555

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the District I appointment of Brenda Watkins to fill the unexpired term on the Vacation Leave Bank Committee, beginning upon approval and ending September, 2012, 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, Knight and Stephens.

Jul-26-2011-556

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Intersystem Corporation to provide maintenance and support for Cache Entree with Shadow Server subscription software updates and technical support at Cooper Green Mercy Hospital for the period March 1, 2011 - February

28, 2012 in the amount of \$8,812.50.

SOFTWARE SUPPORT CONTRACT

CONTRACT NO: 00002176

THIS AGREEMENT entered into this 1st February 2011, by and between Jefferson County Alabama d/b/a Cooper Green Mercy Hospital, hereinafter called "the County", and InterSystems Corporation called "the Contractor". The effective date of this agreement shall be March 1, 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 provide the software support hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Cooper Green Mercy Hospital request for Annual Maintenance for Cache Enterprise subscription. The contract describes the scope of services called for and InterSystems Corporation's Subscription Terms and Conditions constitutes the entire agreement between the parties. Contract may be amended to add additional licenses as needed at the current annual rate of \$ 176.25 per subscription. The Scope of Services is as follows:

| DESCRIPTION | QTY | ANNUAL PRICE |
|--|-------------|--------------|
| Annual Maintenance and support for Cache Entree with Shadow Server Subscription Software updates and 24X365 days a year technical assistance | 50 | \$ 8,812.50 |
| | GRAND TOTAL | \$ 8,812.50 |

Contract maybe amended to add additional licenses as needed at the current annual rate of \$ 176.25 per subscription.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to the Cooper Green Mercy Hospital Department of Information Technology at any time during the term of this Contract. The Contract term expires on February 28, 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 annually for software and support a sum of \$ 8,812.50; 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. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes. etc.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or convex ed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any- sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and or lead ramifications, due to nonperformance.
9. **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 third party or parties for any reason whatsoever, except as required in the conduct of duties under this Agreement, or where disclosure is required by law or mandated by a court of law.
10. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for third party liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents

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

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.

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

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

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

15. 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.

16. 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.

17. VIOLATION: Any violation of this Agreement shall constitute a breach and default of this Agreement which shall be case 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

COOPER GREEN MERCY HOSPITAL

JEFFERSON COUNTY, ALABAMA

Sandral Hullett, M.D.
CEO/Medical Director

W. D. Carrington, President
Jefferson County Commission

WITNESSES:

INTERSYSTEM CORPORATION
Todd Krieger, Contracts Counsel

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

Jul-26-2011-557

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment No.

1 to the agreement between Jefferson County, Alabama Rapiscan Systems to provide maintenance and repair of ten electronic scanners for the period April 1, 2011 - March 31, 2012 in the amount of \$41,054.

Contract Amendment No. 1

This Amendment to Contract entered into the 30th day of March, 2010, between Jefferson County, Alabama, hereinafter referred to as "the County, and Rapiscan Systems, hereinafter referred to as the "Contractor" to provide Maintenance and Repair for Electronic Scanners..

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Maintenance & Repair of Electronic Scanners Contract #SQ10-0245. The Contract between the parties referenced above, which was approved by the Commission on March 30, 2010 and recorded in Minute Book 159, Pages 450-453, is hereby amended as follows:

- Amendment No. 1: Contract Extension Request; 4-1-2011 to 3-31-2012.

Contract History

- Contract #SQ10-0245 awarded March 30, 2010 in the amount of \$27,980.40 to cover 7 scanners through March 31, 2011.
- Amendment No. 1: Contract Extension Request; 4-1-2011 to 3-31-2012, in the amount of \$41,054 and adding 3 Scanners (which have come out of warranty) making the total number of scanners 10. Contract may be renewed at the County's option for one additional one year term.

The terms and conditions of Rapiscan Systems, dated March 31, 2010 is incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. David Carrington, President

CONTRACTOR

Steve Hamlin

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

Jul-26-2011-558

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and CE Associates Engineering Consultants for engineering services associated with the Edgewater Community Park Project (CDBG10-03F-U03-EDG). The fee for these services will be Twenty Nine Thousand Six Hundred and 00/100 Dollars (\$29,600.00), and will be paid for in full with federal funds. This project is from the Program Year 2010 funds.

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

Jul-26-2011-559

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Engineering Service Associates, Inc., for the Gardendale New Castle Park Improvements Project (CD09-03F-UM03-GNP). The modification extends the contract for 237 days. The original completion date was July 27, 2011, and the new completion date shall be March 20, 2012. There shall be no additional expenses associated with this extension. This project is from program year 2009 and funded by federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community &

Economic Development, hereinafter called "the County", and Engineering Service Associates, Inc., hereinafter called "the Contractor" for grant allocation PY09/FY11. The effective date of this agreement shall be July 27, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 27, 2010 in Minute Book 160, Page 446, is hereby amended as follows:

The purpose of this Modification is to extend the contract for the Gardendale New Castle Park Improvements Project for an additional 237 days from day of execution of amendment. The original contract completion date was July 27, 2011, and new completion date shall be March 20, 2012. There is no additional expense associated with this extension. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

_____, President

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

Jul-26-2011-560

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing & Urban Development's Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2010 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities including the Volunteer Based Housing Rehabilitation Program pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plan authorizes the funding of Volunteer Based Housing Rehabilitation Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, the COUNTY executed an Agreement with Greater Birmingham Habitat for Humanity to provide needed home repairs under the Volunteer Based Housing Rehabilitation Program on March 22, 2011 (MB161 PG363) in support of the Habitat Build-a-Thon Project 2011; and

WHEREAS, this amendment insert language to comply with the requirements of the Jefferson County Finance Department.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that Amendment #1 to the Agreement between Jefferson County and Greater Birmingham Habitat for Humanity is hereby approved and the Commission President is authorized to sign said Agreement.

AMENDMENT NUMBER ONE

TO THE

Habitat Build-A-Thon Agreement

THIS IS AN AMENDMENT TO THE AGREEMENT FOR Habitat Build-A-Thon (this "Amendment") by an between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama ("County"), and Greater Birmingham Habitat for Humanity hereinafter referred to as "SUB-RECIPIENT".

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing and Urban Development's Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2009 and 2010 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 to the CDBG regulations; and

WHEREAS, the COUNTY executed an agreement with Greater Birmingham Habitat for Humanity to provide needed home repairs under the Volunteer Based Housing Rehabilitation Program in support of the Habitat Build-A-Thon; and

WHEREAS, an Amendment is required for said agreement to be in compliance with the requirements of the Jefferson County

Finance Department.

NOW THEREFORE, in consideration of the foregoing, the agreement between the parties which was approved by the Jefferson County Commission on March 22, 2011, in Minute Book 161, Page 363, is hereby amended as follows:

1. Article V: Compensation: The following language shall be deleted from Section 2):
The services of sub-contractors utilized may be paid on a cost reimbursement basis (including a reasonable program Delivery/mobilization fee not to exceed 20%).
2. Article V: Compensation The following language shall be included in section 2):
SUB-RECIPIENT shall be compensated from Section 2 of the above budget on a reimbursement basis for actual expenses incurred. Program Delivery expenses from section 2 will be paid at a rate of \$1.00 for every \$1.00 of material expense/hard construction cost invoiced. Program Delivery expenses shall be paid at a rate of 20% of the cost of the services of any sub-contractors utilized.

IN WITNESS WHEREOF, County and SUB-RECIPIENT have executed this Amendment #1 effective as of the day of , 2011.

ATTEST: JEFFERSON COUNTY, ALABAMA ("County")
By: W.D. Carrington
Its: President, Jefferson County Commission

ATTEST: GREATER BIRMINGHAM HABITAT FOR HUMANITY
By: Charles Moore
Title: Executive Director

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

Jul-26-2011-561

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing & Urban Development's Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2010 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities including the Volunteer Based Housing Rehabilitation Program pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plan authorizes the funding of Volunteer Based Housing Rehabilitation Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, the COUNTY is desirous of obtaining the services of the Greater Birmingham Habitat for Humanity to provide needed home repairs under the Volunteer Based Housing Rehabilitation Program.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Agreement between Jefferson County and Greater Birmingham Habitat for Humanity in the amount of \$150,000.00 to be paid for with CDBG - Federal Funds is hereby approved and the Commission President is authorized to sign said Agreement.

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

Jul-26-2011-562

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

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

to the community's health, welfare and safety; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the 2011 One-Year Action Plan, Standard Forms 424, and Certifications for Jefferson County, Alabama.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 9,777' of aerial cable on Warrior Jasper Road and Bankhead Highway in Sayre.
2. AT&T Corporation to install 527' of buried cable at 1231 Clark Mountain Road in Hueytown.
3. Graysville Gas to install 275' of gas main at Heflin Avenue and Pratt Hwy.
4. Alabama Gas Corporation to install 16,264' of 2" gas main for the Concord Replacement (tornado damage).

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

Jul-26-2011-563

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Ceres Environmental Services to extend completion of right-of-way debris removal and disposal services from July 12, 2012 to July 27, 2012.

AMENDMENT # 2 TO CONTRACT
RIGHT-OF-WAY DEBRIS REMOVAL AND
DISPOSAL SERVICES (BID # 133-11)

This is an Amendment to the contract between Jefferson County, Alabama (hereinafter called the "County"), and CERES Environmental Services, Inc. (hereinafter called the "Contractor") to provided public rights-of-way debris removal and disposal services for Jefferson County related to the declared disaster FEMA-1871-DR-AL resulting from the tornados on April 27, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The original Contract between the parties which was approved and executed by the Jefferson County Commission on May 4, 2011, Minute Book 161, Page(s) 498 for the contract period of May 4 - June 3, 2011, and was Amended on June 1, 2011, Minute Book 161, Page(s) 573 to extend the contract period from June 4 - July 12, 2011.

The original contract is hereby amended as follows:

1. The term of the contract is extended to the earlier of July 27, 2011 or until such time as the debris removal and disposal from any public right-of-way located in Unincorporated Jefferson County is deemed completed by the Jefferson County Engineer.
2. The Contractor agrees that, effective July 13, 2011 that all work outlined by the original Contract shall be available, but only those portions of the Contract that are given as written Contract Work Orders by the consent and approval of the Jefferson County Engineer will be available for completion and payment. Any work done outside the written contract work order will be deemed non-payable.
3. All other terms and conditions of the original Contract shall remain the same.

ATTEST:

E. WAYNE SULLIVAN, P.E./P.L.S.
Director/County Engineer
JEFFERSON COUNTY, ALABAMA
W.D. CARRINGTON, President OR
SANDRA LITTLE BROWN, President Pro Tem.
CERES ENVIRONMENTAL SERVICES, INC.
TROY GARRETT, President

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

Jul-26-2011-564

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Master Consulting Agreement and Ingenix Early Retiree Reinsurance Program Reporting Statement of Work for aggregation and filing services for the 2010 and 2011 retiree plans in the amount of \$46,000.

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

Jul-26-2011-565

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, July 29, 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 be for a period from July 30th thru September 30, 2011.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that \$81,000 is hereby authorized and added to the budget of the General Services Department for purposes of maintaining Courthouse Security through Friday, September 30, 2011.

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

Resolution to investigate contracting with municipalities, cities, etc. for the use of Jefferson County equipment and personnel for roadway maintenance to include costs for the services and consideration of time to carry out these services dues to limited County employees was carried over to the reconvened Commission Meeting to be held Wednesday, July 27, 2011.

Jul-26-2011-566

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and the Alabama Cooperative Extension System regarding educational components

of the County's NPDES storm water permit.

Memorandum of Understanding

Jefferson County Commission and Alabama Cooperative Extension System

This Memorandum of Understanding (MOU) establishes an agreement between the Jefferson County Commission (JCC) and the Alabama Cooperative Extension System (ACES).

The purpose of entering into this MOU is to assist JCC in complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit, and to assist ACES in working toward its goal of environmental stewardship, with particular focus on water resources.

Through this document, JCC and ACES will identify areas in which the purpose and mission of each agency intersect and establish a common agenda within these areas in order to:

- work collaboratively and/or in partnership on projects, workshops, events, trainings, publications, and other activities;
- share non-monetary resources and expertise;
- grow a stakeholder community;
- provide a consistent environmental message to Jefferson County residents;
- seek grants or other funding for implementation of mutually beneficial activities.

The benefits of entering into this MOU include reducing expenses by sharing knowledge and resources, minimizing duplication of effort, enhancing the efficiency of stormwater pollution prevention outreach efforts, and expanding the reach of both agencies to improve stormwater quality.

JCC and ACES agree to maintain a cooperative working relationship to promote stormwater pollution prevention. This MOU does not create enforceable legal obligations, but rather is an expression of intent by the parties to work with one another as partners to reduce stormwater pollution.

Amendments or additions may be developed and implemented by mutual written agreement of the parties at any time without renegotiating the entire MOU. One or both parties also may terminate participation in this agreement after providing 30 days written notice to the other party, thereby nullifying this agreement. This agreement is effective immediately after both parties sign, and will remain in effect for both parties unless and until they choose to formally terminate.

David Carrington, President

Jefferson County Commission

Joann Wissinger, County Extension Coordinator

Alabama Cooperative Extension System

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

Jul-26-2011-567

WHEREAS, Marshalene Byrd, an employee of Jefferson County Youth Detention request the waiver of the ninety (90) Day Notice Requirement for the Jefferson County Sick Leave Conversion/Retirement Benefit Program.

NOW BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the ninety (90) day period be waived, and sick leave is granted upon approval.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

7/26/2011

| Profit Ctr | Vendor # | Name | Text | Business Area | Amount | Doc No |
|------------|----------|------------------------|--|--------------------------|--------|------------|
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | MORGUE SUPPLIES | CORONER/MEDICAL EXAMINER | 154.93 | 1900051620 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | DEVELOP FILM FROM ACCIDENT AND POLICE REPORT | GEN SVCS: ADMINISTRATION | 10.39 | 1900051578 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | PURCHASED STAMPS FOR REVENUE MAILOUT | GEN SVCS: ADMINISTRATION | 68.73 | 1900051703 |

| | | | | | | |
|-------------|---------|--------------------------|--|--------------------------------|----------|------------|
| DISTRICT 1 | 1000240 | GIATTINA FISHER AYCOCK | REIMBURSABLES 1602RENOV | GEN SVCS: ADMINISTRATION | 61.08 | 1900051715 |
| DISTRICT 1 | 1003585 | QUEEN BROWN | ELECTION CLEAN UP | GEN SVCS: ELECTIONS | 40.00 | 1900051626 |
| *DISTRICT 1 | | | | | 335.13 | |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH FOR CD - FOIA FEE (EPA) | COMMUNITY DEVELOPMENT | 22.00 | 1900051618 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | PARKING FEE HUD CONFERENCE | COMM DEV HOME PROGRAM | 16.00 | 1900051617 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH COM DEV - XRF LEAK TEST (HOUSING) | COMMUNITY DEVELOPMENT | 39.00 | 1900051612 |
| *DISTRICT 2 | | | | | 77.00 | |
| DISTRICT 3 | 1000128 | JEFF CO DEPUTY TREASURER | PROBATED LEVIES/BESS. CIVIL DIVISION | SHER ENFORCE-BESSEMER | 5.00 | 1900050602 |
| DISTRICT 3 | 1000128 | JEFF CO DEPUTY TREASURER | AUTOMOBILE LENS REPAIR TAPE/RECORDED LEVIES | SHER ENFORCE-BESSEMER | 8.99 | 1900050967 |
| DISTRICT 3 | 1000128 | JEFF CO DEPUTY TREASURER | PC FOR PARKING, DETERGENT,& COFFEE BESS JAIL. | SHER CORRECT-BESSEMER | 152.16 | 1900051126 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | LEVIES RECORDED IN PROBATE COURT | SHERIFF ENFORCE-BIRMINGHAM | 100.00 | 1900051108 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | 08SMA GRANT REIMBURSEMENT - BESSEMER FIRE | EMA | 444.88 | 1900051707 |
| DISTRICT 3 | 1000832 | DONALD R MCALLISTER | LOCAL MILEAGE 4-7-11 TO 6-22-11 | BD OF EQUAL - BHAM STATE | 155.52 | 1900051509 |
| DISTRICT 3 | 1001598 | THE BIRMINGHAM NEWS | LEGAL NOTICE X 3 - 2011 VALUES ESTABLISHED | BD OF EQUAL - BHAM STATE | 140.25 | 1900051710 |
| DISTRICT 3 | 1025942 | LOOPNET INC | PREMARCH & PROPERTY COMPS PLUS SUBSCRIPTION | BD OF EQUAL - BHAM STATE | 1,667.40 | 1900051402 |
| *DISTRICT 3 | | | | | 2,674.20 | |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | FEMA DR-1971 FUEL FOR DONATIONS WAREHOUSE | EMA - DISASTER RECOVERY | 400.44 | 1900051709 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | MEDICAL;TBTEST;FOOD;COMMODIT 'GLOVES;VEGES | YOUTH DETENTION: SUPPORT SVCS | 139.11 | 1900051619 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | FOOD - EMG PLNG SPECIAL NEEDS CLASS 7/8/11 | EMA | 15.36 | 1900051708 |
| DISTRICT 4 | 1027200 | H N R PLUMBING | PERMITS 110150P & 110173P - NOT GOING TO DO JOBS | INSPECTION SERVICES | 170.00 | 1900051706 |
| DISTRICT 4 | 1028248 | THOMAS PLUMBING | PERMIT 110243P - 2 PERMITS BOUGHT FOR SAME JOB | INSPECTION SERVICES | 30.00 | 1900051705 |
| DISTRICT 4 | 1028249 | MOSES ELECTRICAL SERVICE | PERMIT 110306E - ISSUED IN ERROR | INSPECTION SERVICES | 50.00 | 1900051711 |
| *DISTRICT 4 | | | | | 804.91 | |
| DISTRICT 5 | 1000472 | SAMFORD UNIVERSITY | T.OWENS-REGISTRATION3/03/11 | PER BD WORKFORCE DEV & APPLICA | 60.00 | 1900050638 |
| DISTRICT 5 | 1026456 | ALLYSA R. SINGER | INTREVIEW REIMBURSEMENT - ALLYSA SINGER | PER BD: TESTING | 447.93 | 1900050915 |
| *DISTRICT 5 | | | | | 507.93 | |
| ** | | | | | 4,399.17 | |

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

Jul-26-2011-568

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the Director of Finance to prepare poll worker, canvassing board and poll site rental checks for the two special primary elections to be held August 30, 2011, and, if necessary, the subsequent elections to be held October 11, 2011, and further, the subsequent general elections scheduled to be held November 29, 2011.

The Jefferson county Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

Jul-26-2011-569

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Barry J. Goss to provide fiscal and financial consulting services for a one year period in an amount not to exceed \$90,000 annually (\$25,000 for FY2010/2011).

FINANCIAL CONSULTING CONTRACT

THIS AGREEMENT entered into this 26th day of July, 2011, by and between Jefferson County Alabama, hereinafter called "the County", and Barry Goss, hereinafter called "the Contractor". The effective date of this Agreement shall be _____, 2011.

WHEREAS, the County desires to contract for accounting services and 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:

Contractor will provide professional fiscal and financial consulting services as directed by the Jefferson County Finance Director. The services will include but not be limited to: assisting with reporting and correction of the SAP system, preparing responses and documentation for auditors, preparing financial statements and other duties as may be time to time required.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional accounting services to the Commission at any time after the effective date of this contract and execution of the Contract by both Parties for a period of one (1) year.

4. COMPENSATION: The Contractor shall be compensated for services rendered at a fixed cost not to exceed Ninety Thousand (\$90,000.00) Dollars. Contractor will receive bi-weekly payments of \$3,461.54.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges that he (and his agents and employees) is as an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally contractor understands and agrees that his agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of Contractor. Contractor shall not represent itself to any third party as an agent or employee of Jefferson County. Contractor shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, including Workers' Compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.
6. NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity in solicitation of contract services. The County encourages contractors to share this commitment. Each contractor agrees not to refuse to hire, discharge, promote, demote or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.
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 or the Contractor with a fourteen (14) 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. Contractor must have adequate general and professional liability insurance of \$1,000,000 per occurrence.
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.
13. CONFLICTS OF INTEREST: During the term of this Agreement, Contractor agrees not to represent any part 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 charges 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 proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part,

will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

Barry Goss

JEFFERSON COUNTY, 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, Knight and Stephens.

Resolution authorizing execution of an agreement with FTI Consulting was carried over to the reconvened Commission Meeting to be held on Wednesday, July 27, 2011.

STAFF DEVELOPMENT

Multiple Staff Development

| | |
|---|------------|
| Board of Equalization (5 participants) | |
| Robert Rogers | \$ 803.30 |
| Donald McAlister | \$1,024.43 |
| Jane Mardis | \$1,024.43 |
| Mike Callahan | \$1,024.43 |
| Melissa Cosby | \$ 803.30 |
| Alabama Assn. of Assessing Officers Conference Orange Beach, AL - August 23-26, 2011 | |
| E-911 (3 participants) | |
| Michael G. Lee | \$1,711.40 |
| Jon Lord | \$ 895.74 |
| Don Melton | \$ 894.24 |
| MTUG Training for Executive Board & Annual Business Meeting APCO Conference to Evaluate 911 Equipment Philadelphia, PA - August 7-12, 2011 | |
| Family Court (18 participants) – Registration 18 participants \$50 each | \$900.00 |
| Steven Vance Registration Only | |
| Mandy Vance Registration Only | |
| Anna Sparks | \$279.70 |
| Monique Campbell | \$279.70 |
| Rodney Reese | \$279.70 |
| Neal Resmondo | \$279.70 |
| Jeff McGee | \$279.70 |
| Carrie Hill | \$279.70 |
| Adrilisa Steele | \$279.70 |
| Tiffany Roper | \$279.70 |
| Kim McAdory | \$279.70 |
| Harold Dickinson | \$279.70 |
| Marsha Wright-Carter | \$279.70 |
| Racquel Lynch | \$279.70 |
| Beth Cardwell | \$279.70 |
| Lakita Hall-Wright | \$279.70 |
| Rebecca Snoddy | \$279.70 |
| Gwen Reasor | \$279.70 |
| 2011 Annual JPO Conference Tuscaloosa, AL - August 17-19, 2011 | |

Individual Staff Development

| | |
|---|------------|
| Emergency Management Agency Allen Kniphfer | \$1,163.52 |
|---|------------|

Homeland Security Hearing
Washington, D.C. - July 7-9, 2011

General Services
Jeff Smith \$1,587.30
The Election Center Workshop/Certification
San Antonio, TX - August 15-20, 2011

Revenue
Bruce Thompson \$1,102.00
Tax Audits
Atlanta, GA - September 11-16, 2011

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

BUDGET TRANSACTIONS

(1) Non-Departmental \$2,000,000

Increase the legal budget to cover legal expenses due and additional legal fees for the remainder of FY2011. Additional funds from reserve.

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the above Budget Transaction be amended by increasing the total from \$1,000,000 to \$2,000,000. Voting "Aye" Brown, Stephens and Carrington. Voting "Nay" Bowman and Knight.

(2) Tax Assessor - Bessemer \$0

Add two (2) Administrative Assistant II (Gr. 13) positions and one (1) Network System Adm I (Gr. 28) position. Positions will be funded 100% by the State.

(3) General Services \$21,801

Add purchasing memorandum to purchase network switches for Bessemer Annex 5th - 7th floors.

For Information Only

Personnel Board \$0

Delete an Assessment & Development Specialist (Gr. 27-Step 3) and add a Training Advisor (Gr.29-Step 1). Annual difference \$0

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above Budget Transactions (2-3) be approved. Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

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

For Week of 06/30/11- 07/06/11

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRC STAFFING SERVICES, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY STAFFING SERVICES.
SAP PURCHASE ORDER # 2000046980 \$20,000.00 TOTAL CLARITY CONTRACT # CON-0001772
CONTRACT APPROVED BY COMMISSION 12/28/10.
2. COOPER GREEN MERCY HOSPITAL FROM UAB HEALTH SYSTEM, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES FOR ANNUAL HOUSING STAFF. SAP PURCHASE ORDER # 2000056235 \$128,675.00 TOTAL
CLARITY CONTRACT # CON-0000983
3. COOPER GREEN MERCY HOSPITAL FROM DECATUR ANESTHESIOLOGY ASSOCIATES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE ANESTHESIA SERVICES.
SAP PURCHASE ORDER # 2000048517 \$361,333.32 TOTAL CLARITY CONTRACT # CON-00002607

CONTRACT APPROVED BY COMMISSION ON 6/14/11, MB 161, PGS 577-578.

4. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM BIRMINGHAM LIMB AND BRACE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR INPATIENT/ OUTPATIENT ORTHOTIC AND PROSTHETIC SERVICE AND SUPPLIES FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 24-10 EST. \$25,000.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM BIRMINGHAM NUCLEAR PHARMACY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR RADIO-PHARMACEUTICAL SERVICES FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 194-09R EST. \$100,000.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM BC TECHNICAL, WEST JORDAN, UT, CONTRACT RENEWAL FOR NUCLEAR IMAGING CAMERA MAINTENANCE FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 194-09R EST. \$31,112.50 TOTAL
7. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM PENNSYLVANIA CYTOLOGY SERVICES, MONROEVILLE, PA, CONTRACT RENEWAL FOR LABORATORY TESTS (PAP SMEARS) FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 41-10 EST. \$119,000.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM UAB HOSPITAL LABORATORIES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR LABORATORY TESTS (FLOW CYTOMETRY) FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 42-10 EST. \$25,000.00 TOTAL
9. GENERAL SERVICES (BESSEMER COURTHOUSE) FROM COMMUNITY A DIVISION OF JASPER SEATING COMPANY INCORPORATED, JASPER, IN, TO PURCHASE TEN (10) TABLES FOR THE BESSEMER COURTHOUSE. SAP PURCHASE ORDER # 2000056363 \$8,889.30 TOTAL STATE OF ALABAMA CONTRACT # T390
10. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELECT TEMPLE, PITTSBURGH, PA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PHYSICAL THERAPY SERVICES. SAP PURCHASE ORDER # 2000043330 \$70,000.00 TOTAL
11. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES FOR REFERENCE LABORATORY SUPPLIES. SAP PURCHASE ORDER # 2000050335 \$70,000.00 TOTAL REFERENCE BID # 192-10
12. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, TO PAY PAST DUE INVOICES FOR MICROBIOLOGY SUPPLIES. SAP PURCHASE ORDER # 2000049758 \$3,700.00 TOTAL REFERENCE BID # 190-08
13. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM LMA NORTH AMERICA, LOS ANGELES, CA, TO PURCHASE LMA'S (AIRWAYS-VARIOUS SIZES) FOR SURGERY. SAP PURCHASE ORDER # 2000056379 \$5,695.00 TOTAL
14. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE, MENTOR, OH, TO PAY FOR RADIOLOGY MAINTENANCE. SHOPPING CART # 1000156398 \$36,787.00 TOTAL

REPORTED FOR:

1. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE PARKER LAW FIRM, BIRMINGHAM, AL, LEGAL SERVICES FOR VARIOUS PROGRAMS AND ACTIVITIES. SAP PURCHASE ORDER # 2000056213 \$9,023.00 TOTAL
CLARITY CONTRACT # CON-00002349
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALLATINE, IL, TO PAY PAST DUE INVOICES FOR CHEMISTRY ANALYZER LEASE. SAP PURCHASE ORDER # 2000056292, 2000056293 \$35,335.70 TOTAL REFERENCE BID # 109-05
3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALLATINE, IL, TO PAY PAST DUE INVOICES FOR HEMATOLOGY ANALYZER LEASE. SAP PURCHASE ORDER # 2000056294 \$12,400.48 TOTAL REFERENCE BID # 4113-05
4. GENERAL SERVICES ADMINISTRATION FROM ALABAMA CARD SYSTEMS INCORPORATED, BIRMINGHAM, AL, FOR ANNUAL MAINTENANCE FOR TWO (2) MODEL DTC 515 PRINTERS FOR THE CONTRACT PERIOD OF 10/28/10 - 10/27/11. SAP PURCHASE ORDER # 2000056325 \$994.00 TOTAL
5. INFORMATION SERVICES ADMINISTRATION FROM EASTMAN KODAK COMPANY, BIRMINGHAM, AL, ANNUAL MAINTENANCE FOR ARCHIVE WRITER 4800, IMAGE ARCHIVE WRITER INFO AND SOFTWARE IMAGE LINK SMART CASSETTE FOR THE CONTRACT PERIOD OF 11/4/10 - 11/3/11. SAP PURCHASE ORDER # 2000056340 \$6,029.00 TOTAL

For Week of 07/07/11- 07/13/11

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM STRYKER CORPORATION, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MATTRESS RENTAL.
SAP PURCHASE ORDER # 2000054816 \$30,000.00 TOTAL REFERENCE BID # 25-10
2. COUNTY ATTORNEY'S OFFICE FOR FREEDOM REPORTING INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRANSCRIPTION SERVICES.
SAP PURCHASE ORDER # 2000049230 \$6,000.00 TOTAL COMMISSION APPROVED ON 10/26/10, M.B. 160, PG 590.
3. ROADS AND TRANSPORTATION - FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/10/10 - 9/30/ 11. SAP PURCHASE ORDER # 2000049054 \$6,000.00 TOTAL
4. ROADS AND TRANSPORTATION - FLEET MANAGEMENT FROM BENCHMARK CHRYSLER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049058 \$2,000.00 TOTAL
5. ROADS AND TRANSPORTATION - FLEET MANAGEMENT FROM BIRMINGHAM TOWING AND RECOVERY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TOWING AND WRECKER SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11.
SAP PURCHASE ORDER # 2000048875 \$800.00 TOTAL REFERENCE BID # 48-09
6. COOPER GREEN MERCY HOSPITAL (STORES) FROM C. R. BARD D/B/A BARD ACCESS SYSTEMS, SALT LAKE CITY, UT, TO AWARD CONTRACT FOR HUBER (SAFESTEP) 'NEEDLES FOR THE PERIOD OF 10/1/11 -9/30/12.
REFERENCE BID # 164-11 EST. \$50,000.00 TOTAL
7. COOPER GREEN MERCY HOSPITAL (STORES) FROM PORT CITY MEDICAL, MOBILE, AL, TO AWARD CONTRACT FOR HYPODERMIC NEEDLES FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 163-11
EST. \$50,000.00 TOTAL
8. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM THE MCPHERSON COMPANIES INCORPORATED, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR GASOLINE, DIESEL FUEL AND FUELING SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID #110-10 EST. \$3,600,000.00 TOTAL
9. ROADS AND TRANSPORTATION BRIDGE MAINTENANCE AND CONSTRUCTION FROM G & R MINERAL SERVICES INCORPORATED, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR CRANE RENTAL ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 179-10 EST. \$15,000.00 TOTAL
10. GENERAL SERVICES FROM METRO TRUCK RENTAL, BIRMINGHAM, AL, CONTRACT RENEWAL FOR VAN RENTAL FOR LARGE CARGO ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 186-10 EST. \$25,000.00 TOTAL
11. AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION, BESSEMER, AL, FOR HOUSING REHABILITATION WORK FOR GERTRUDE LYNCH. SAP PURCHASE ORDER # 2000056487 \$13,000.00 TOTAL
REFERENCE BID # 127-11
12. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION, BESSEMER, AL, FOR HOUSING REHABILITATION WORK FOR ARRINGTON ALLEN. SAP PURCHASE ORDER # 2000056520 \$13,365.00 TOTAL
REFERENCE BID # 127-11
13. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, FOR HOUSING REHABILITATION WORK FOR BEULAH DAVIS. SAP PURCHASE ORDER # 2000056523 \$5,450.00 TOTAL
REFERENCE BID # 127-11
14. GENERAL SERVICES ADMINISTRATION FROM SOUTHERN BUILDING MAINTENANCE, BIRMINGHAM, AL, FOR JANITORIAL AND CLEANING SERVICES FOR THE 2121 BUILDING AND THE JEFFERSON COUNTY COURTHOUSE BEGINNING 6/20/11. SAP PURCHASE ORDER # 2000056521 \$10,500.00 TOTAL REFERENCE BID # 168-09
15. JEFFERSON COUNTY USER DEPARTMENTS FROM CRYSTAL MOUNTAIN, BIRMINGHAM, AL, TO AWARD CONTRACT FOR COFFEE AND TEA PURCHASES FOR THE PERIOD OF 10/1/10 - 9/30/12. REFERENCE BID # 124-11
EST. \$6,000.00 TOTAL

REPORTED FOR:

1. TREASURER'S OFFICE FROM SUNGUARD TREASURY SYSTEMS, CHICAGO, IL, FOR MAINTENANCE AND SUPPORT FOR SUNGUARD TREASURY SYSTEM FOR THE PERIOD OF 5/1/11 - 6/30/11. SAP PURCHASE ORDER # 2000056415 \$987.40 TOTAL
2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHOPEDIC, ATLANTA, GA, TO PAY

INVOICES FOR ORTHO IMPLANTS ALREADY ORDERED AND RECEIVED.

SAP PURCHASE ORDER # 2000056453 \$5, 471.85 TOTAL

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

Jul-26-2011-570

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Dell Marketing LP to modify scope of services to incorporate additional Symantec licenses in the amount of \$8,095.36.

CON-00002613

AMENDMENT #1 TO PROFESSIONAL SERVICES CONTRACT/VOLUME PURCHASE AGREEMENT

JEFFERSON COUNTY, ALABAMA RFP NUMBER 236-10R AND CONTRACT NUMBER 1931

DELL CONTRACT NUMBER 01ADE

(the "Agreement")

Between

Dell Marketing LP ("Dell")

and

Jefferson County Commission ("Customer")

One Dell Way

716 Richard Arrington Blvd North

Round Rock, Texas

8th Floor Purchasing

Birmingham, Alabama 35203-0009

together the "Parties"

THIS AMENDMENT, executed by the Parties to be effective as of the last date signed below, modifies the above referenced Agreement by and between the Parties.

The Parties hereby agree to revise the Agreement as follows:

1. Modify Section 2. Scope of Services to incorporate additional Symantec licenses. Please see the attached quotation # 586242539 (on file in the IT Department) for additional product and pricing information. Dell will hold this quotation pricing through the term of this contract. Dell reserves the right to review and renegotiate the pricing during a contract renewal or when modifications occur to the configurations and/or solutions within this contract.

This Amendment shall be in effect starting on the last date signed below and be coterminous with the Agreement.

Except as provided herein, the above referenced Agreement and any amendments thereto remain unchanged and in full force and effect. In the case of a conflict between the terms of the Agreement, previous amendments thereto, and this Amendment, this Amendment shall take precedence over the Agreement and all previous amendments thereto.

IN WITNESS WHEREOF, this Amendment has been duly executed by authorized representatives of the Parties

Dell Marketing LP

Jefferson County Commission

Ashleigh Lane, Contract Manager

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, Knight and Stephens.

Jul-26-2011-571

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 Decision Support LLC to provide upgrade to EZSpec reporting tool software licenses from the mainframe production and development servers to the new Libra CS450 servers in the amount of \$8,950.

CONTRACT NO.: 00002768

Contract Amendment No. 1

This Amendment to Contract entered into the 3rd day of June 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and Decision Support LLC hereinafter referred to as the "Contractor" to transfer USRA INfoSuite for A Series software licenses to

two (2) CS450 machines as described in the scope of service.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's Request for Bid No. 231-10. The contract between the parties referenced above, which was approved by the Commission on December 14, 2010, M.B. 161, Pg. 101-103, is hereby amended as follows:

SCOPE OF SERVICE:

| PRODUCT DESCRIPTION | QTY | PRICE |
|--|-------------|-------------|
| Transfer USRA InfoSuite for A Series software licenses NX6830-PLS, Serial #6674; 75 MIPS Machine to a CS450, Serial #6674; 100 MIPS Machine. | 1 | \$ 6,500.00 |
| Transfer USRA InfoSuite for A Series software licenses CS300, Serial #9130 to a CS450, Serial #9132; 40 MIPS Machine. | 1 | \$ 2,450.00 |
| | Grand Total | \$ 8,950.00 |

COMPENSATION: The Contractor shall be compensated for the professional services a sum of \$ 8,950,00; payment terms are Net 30.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President - Jefferson County Commission

Bruce Wilkinson, CEO

Decision Support LLC

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

Jul-26-2011-572

RESOLUTION RELATING TO APPROVAL OF BONDS PURSUANT TO SECTION 147(1) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

WHEREAS, The Medical Clinic Board of the City of Birmingham-UAHSF, a public corporation organized under the laws of the State of Alabama (the "Board"), proposes to issue its revenue bonds in an amount not to exceed \$215,000,000 (the "Series 2011 Bonds") to provide financing for the benefit of University of Alabama Health Services Foundation, P.C., a non-profit professional corporation organized under the laws of the State of Alabama ("UAHSF"); and

WHEREAS, the Board proposes to use the proceeds of the Series 2011 Bonds to refund certain outstanding bonds issued by the Board for the benefit of UAHSF (the "Refunded Bonds"), to finance the cost of acquiring and installing equipment, related personal property and fixtures for use in existing UAHSF facilities (the "New Equipment"), and to pay the costs of the issuance of the Series 2011 Bonds; and

WHEREAS, The Refunded Bonds consist of the following issues: (i) Medical Clinic Revenue Bonds, UAHSF Series 1991 (the "Series 1991 Bonds"); (ii) Medical Clinic Revenue Bonds, UAHSF Series 1998 (the "Series 1998 Bonds"); (iii) Revenue Bonds (University of Alabama Health Services Foundation, P.C. Project), Series 2005 (the "Series 2005 Bonds"); and (iv) Revenue Bonds (University of Alabama Health Services Foundation, P.C. Project), Series 2007-A (the "Series 2007-A Bonds"). Proceeds of the Refunded Bonds were used for the purpose of providing funds for (i) the acquisition, construction, equipping and improvement of UAHSF's main medical clinic facility known as the Kirklin Clinic, located at 2000 6th Avenue South, Birmingham, Alabama, (ii) the acquisition and installation of equipment, related personal property and fixtures located at the Kirklin Clinic Comprehensive Cancer Center, 2145 Elmer J. Bissell Road in unincorporated Jefferson County, and (iii) the acquisition, construction and equipping of a portion of the Women and Infants' Facility and Radiation Oncology Center, a 610,000 sq. foot multi-story building constructed on the campus of University Hospital at 1700 6th Avenue South in Birmingham, Alabama. The facilities, improvements and equipment financed with proceeds of the Refunded Bonds and the New Equipment are referred to collectively herein as the "UAHSF Facilities"; and

WHEREAS, the UAHSF Facilities are or will be located wholly within the corporate limits of the City of Birmingham or wholly within unincorporated Jefferson County, Alabama; and

WHEREAS, the Board currently leases or proposes to lease the UAHSF Facilities to UAHSF, as the initial manager or operator

thereof, pursuant to a lease agreement. The Series 2011 Bonds will be limited obligations of the Board and will be payable solely from the rentals payable by UAHSF and any other revenues or receipts derived by the Board from the operation of the UAHSF Facilities. The lease agreement between the Board and UAHSF will provide for payment of rentals by UAHSF sufficient to pay debt service on the Series 2011 Bonds when due. The Series 2011 Bonds will be secured under an agreement or agreements whereby the Board will pledge the rentals and any other revenues or receipts from the UAHSF Facilities for the benefit of the holders of the Series 2011 Bonds; and

WHEREAS, the Series 2011 Bonds will not be general obligations of the Board and will not in any way constitute a debt, liability or obligation of the State of Alabama, Jefferson County, Alabama, the City of Birmingham, Alabama, or any other political subdivision of the State. The Series 2011 Bonds will not be payable from any tax revenues; and

WHEREAS a public hearing concerning the proposed issuance of the Series 2011 Bonds was conducted at Birmingham City Hall in the City of Birmingham, Jefferson County, Alabama at 10.00 a.m. on July 25, 2011; notice of such hearing was given by publication in The Birmingham News on July 11, 2011, and such hearing provided an opportunity for persons with different views on the proposed issuance of the Series 2011 Bonds and the location and nature of the UAHSF Facilities to express their views, both orally and in writing.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby approve the issuance of the Series 2011 Bonds for the purposes set forth above, and the general location, character and nature of the UAHSF Facilities in Jefferson County, all in accordance with the foregoing recitals.

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

Jul-26-2011-573

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

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

Jul-26-2011-574

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

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

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

Jul-26-2011-575

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign an agreement between the Jefferson County Commission and Goodwyn, Mills and Cawood, Inc. for architectural services. Goodwyn, Mills and Cawood will provide geotechnical, civil and design support for a grant application for four proposed AEMA/FEMA Tornado shelters to be located in unincorporated areas of Jefferson County. The contract is not to exceed \$26,000.00.

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

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

BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby- is authorized, empowered and directed to execute this amendment for the Hueytown Senior Center Project (CD09-03A-M03-HSC) dated June 22, 2010, between Jefferson County, Alabama and the City of Hueytown.

The purpose of this amendment is to add the following paragraph: Part III. Total Compensation: The County shall reimburse an amount not to exceed \$167,804.00 to the City for eligible CDBG construction costs as identified in invoices submitted to the county through the Department of Community & Economic Development by the City which the City has already received and paid to the Contractor. Reimbursements will be due upon receipt. All other terms and conditions shall remain the same. There are no additional costs associated with amendment. This project is from the CDBG Program Year 2009.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and The City of Hueytown, hereinafter called "the City" for grant allocation PY09/FYI 1. The effective date of this agreement shall be June 22, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the City wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 22, 2010 in Minute Book 160, Page 117-119, is hereby amended as follows:

The purpose of this Modification is to add the following paragraph: All other terms and conditions of the original contract remains the same.

PART III. TOTAL COMPENSATION

The County shall reimburse an amount not to exceed \$167,804.00 to the City for eligible CDBG construction costs as identified in invoices submitted to the County through the Department of Community & Economic Development by the City which the City has already received and paid to the Contractor. Reimbursements will be due upon receipt.

| | | |
|--------------|------|-----------|
| Construction | 100% | \$167,804 |
| Total | 100% | \$167,804 |

JEFFERSON COUNTY, AL

W. D. Carrington, President
Jefferson County Commission

CITY OF HUEYTOWN, AL

Mayor Delor Baumann

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

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

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.

Lease Agreement between The Michael Mazer Family Limited Partnership and Jefferson County EMA for lease of property located at 3816 1st Avenue South, Birmingham, Alabama 35222 described as the Cabinet Warehouse (35,757 sq. ft.), Carpet Warehouse (19,065 sq. ft.) and Plywood Warehouse (18,019 sq. ft.) in the amount of \$21,853 per month.

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

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

Jul-26-2011-578

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Don Holmes to fill the unexpired term of Tim Thornton on the Jefferson County Economic and Industrial Development Authority Board, beginning upon approval and ending October 31, 2011, be and hereby is approved.

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

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

Jul-26-2011-579

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Birmingham to accept grant funding in the amount of \$422,867 (\$232,557 City of Birmingham/\$190,290 Jefferson County funds) from the U. S. Department of Justice - Bureau of Justice Assistance through the Byrne Justice Assistance Grant Program for 2011. The Jefferson County funds will be used for community and technical projects by the Jefferson County Sheriff's Office.

GMS APPLICATION NUMBER 2011- H5529-AL-DJ

INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BIRMINGHAM, ALABAMA AND JEFFERSON COUNTY, ALABAMA
2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This INTERLOCAL AGREEMENT is made and entered into this 15th day of July, 2011, by and between the JEFFERSON COUNTY, Alabama acting by and through its governing body, the County Commission, (hereinafter referred to as "COUNTY"), and the CITY OF BIRMINGHAM, Alabama, acting by and through its governing body, the City Council, (hereinafter referred to as "CITY").

WHEREAS, the U. S. Department of Justice Bureau of Justice assistance ("Bureau") has awarded a total of \$422,867.00 to the CITY AND COUNTY through the Byrne Justice Assistance Grant Program for 2011 ("2011 Grant"); and

WHEREAS, the City's share of the 2011 Grant is \$232,577.00, and \$190,290.00 of it is allocable to the County for use by the Jefferson County Sheriff's Office; and

WHEREAS, The Bureau requires that the 2011 Grant to the CITY and COUNTY be administered by one entity; and

WHEREAS, the parties desire that the CITY administer the 2011 Grant program, including distributing of the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance; and

WHEREAS, it is in the best interests of the public and the parties to enter into this Interlocal Agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The CITY agrees to accept the total 2011 Grant of \$422,867.00, pay the COUNTY its \$190,290.00 share, and administer the 2010 Grant program as provided herein.

Section 2.

The CITY OF BIRMINGHAM agrees to use \$232,577.00 for the Law Enforcement Programs until September 30, 2014. The COUNTY desires to use the \$190,290.00 awarded to it for the Sheriff's Community Support and Technology Project.

Section 3.

The CITY shall administer the 2011 Grant program to comply with the Bureau requirements. Such administrative duties shall include receiving the total award; distributing funds; monitoring the award; submitting reports to the Bureau (including reports on performance measurement and program assessment data); and providing ongoing assistance to the County and the Bureau.

Upon request from the CITY, the COUNTY agrees to provide performance data and other information concerning usage of the COUNTY'S share of the 2010 Grant so that the CITY may file the required joint reports to the Bureau.

COUNTY acknowledges that the CITY'S share of the joint administrative function.

Section 4.

This is an agreement between independent parties. No provision herein is intended to create any partnership, joint venture or principal-agent relationship between the parties, or grant either party any right, liability, control or authority over the operations, finances, or affairs of the other party.

Section 5.

The rights and benefits in this Agreement are granted and extend only to the parties. No provision herein is intended, nor shall any be construed, to inure, grant, or bestow any benefit, right or privilege to the third party.

Section 6.

This Agreement sets forth the entire understanding of the parties concerning the matters set forth herein. By entering into this agreement, the parties do not intend to create any other obligations, express or implied.

APPROVED AS TO FORM:

_____, Asst. City Attorney

CITY OF BIRMINGHAM, ALABAMA

The Hon. William A. Bell, Mayor

City of Birmingham

ATTEST:

JEFFERSON COUNTY, ALABAMA

The Hon. David Carrington, President

Jefferson County Commission

ATTEST:

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

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

Jul-26-2011-580

WHEREAS, Jefferson County, Alabama (the "County"), is a political subdivision of the State of Alabama; and

WHEREAS, the County currently owes approximately \$200,520,000 on account of four series of general obligation warrants issued in 2001, 2003 and 2004 (the "GO Warrants"); and

WHEREAS, the GO Warrants are general obligations of the County, repayment of which is secured by the full faith and credit of the County; and

WHEREAS, due to the failure of the auction rate securities markets, credit downgrades and other events, the debt associated with the Series 2001-B GO Warrants has been accelerated and is currently due and owing in the approximate principal amount of \$105,000,000, and default interest continues to accrue; and

WHEREAS, in 2008, the County negotiated a forbearance agreement with the holders of the Series 2001-B GO Warrants and subsequently negotiated extensions of such agreement, but such agreement now has expired; and

WHEREAS, the County currently owes approximately \$814,075,000 on account of two series of limited obligation warrants issued in 2004 and 2005 to fund capital improvement projects in eleven local school districts in the County (the "School Warrants"); and

WHEREAS, the School Warrants are not backed by the full faith and credit of the County, but rather are secured by the gross proceeds of a 1 % sales tax authorized in December 2004; and

WHEREAS, the County is current on all scheduled payments related to the School Warrants but faces an indenture default based on the credit downgrade of Ambac Assurance Corporation, which had issued the surety bond deposited by the County as a cash substitute in the debt service reserve fund required by the indenture; and

WHEREAS, in 2006, the County arranged for the construction of a new courthouse building in Bessemer, renovation of the existing

courthouse and county jail in Bessemer, and the construction of an E911 communications center office building (the "Warrant-Financed Facilities"), all financed by lease revenue warrants issued by the Jefferson County Public Building Authority (the "Lease Revenue Warrants"); and

WHEREAS, the County has no direct obligation under the Lease Revenue Warrants but is party to a long-term lease pursuant to which it leases the Warrant-Financed Facilities, and the County has covenanted that so long as the Lease Revenue Warrants are outstanding, the County will not relocate the County's Bessemer courthouse or jail from the Warrant-Financed Facilities to any alternative facility; and

WHEREAS, the County has issued the following non-recourse debt obligations to fund improvements to its sewer system: Sewer Revenue Warrants Series 1997-A-B-C, Series 1997-D, Series 1999-A, Series 2001-A, Series 2002-A, Series 2002-B, Series 2002-C, Series 2002-D, Series 2003-A, 2003-B and Series 2003-C (collectively, the "Sewer Warrants"); and

WHEREAS, the outstanding indebtedness under the Sewer Warrants totals approximately \$3,136,543,000.00; and

WHEREAS, the Sewer Warrants are secured solely by a lien on the net revenues generated by the County's sanitary sewer system (the "Sewer System"); and

WHEREAS, due to the failure of the auction rate securities markets, credit downgrades and other events, the debt associated with a portion of the Sewer Warrants has been accelerated, and default interest is accruing; and

WHEREAS, over the past three years, the County has engaged in negotiations with The Bank of New York Mellon, as indenture trustee for the Sewer Warrants under that certain trust indenture dated February 1, 1997, certain holders of the majority of the Sewer Warrants, and certain parties that had issued bond insurance in connection with the Sewer Warrants regarding a restructuring of the terms of the Sewer Warrants; and

WHEREAS, the County has engaged in negotiations with holders of the Series 2001-B GO Warrants regarding a de-acceleration or other restructuring of the Series 2001-B GO Warrants; and

WHEREAS, the County has engaged in negotiations with the Trustee for the holders of the School Warrants regarding the cure of the indenture default related to such School Warrants; and

WHEREAS, the County desires to develop a global strategy to address its current financial challenges and restore long-term economic stability; and

WHEREAS, the Jefferson County Commission (the "Commission") will soon determine whether the County's financial challenges can best be resolved through a negotiated settlement with its creditors and other parties or, alternatively, through a filing for adjustment of its obligations under Chapter 9 of the federal bankruptcy code; and

WHEREAS, in either event, it may be necessary or desirable for the County to issue funding or refunding bonds or further warrants, including, without limitation, funding or refunding bonds or further warrants related to the Sewer Warrants, the GO Warrants, or the School Warrants.

WHEREAS, in light of the financial challenges facing the County, it is appropriate for the County to have at its disposal all available means to address such challenges, including authorization to issue bonds and further warrants; and

NOW, THEREFORE, BE IT RESOLVED, that the Commission hereby Finds, Determines and Concludes that it is in the best interest of the County to authorize the issuance of bonds or further warrants when, as and if necessary or desirable to restructure its long-term debts.

BE IT FURTHER RESOLVED, that the Commission hereby authorizes the issuance of funding and refunding bonds and further warrants, including, without limitation, bonds issued pursuant to Article 5 of Chapter 81 of Title 11 of the Alabama Code, § 11-81-160 et seq. (the "Kelly Act"). Prior to the issuance of any such bonds or further warrants, the Commission shall adopt one or more additional resolutions specifying the purposes of such bonds or warrants, the principal amount thereof and the financial terms on which such bonds or further warrants are to be issued. Prior to the issuance and sale of such bonds or further warrants, the County shall also comply with all applicable laws of the State of Alabama, including applicable laws regarding notice and public hearing.

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

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

Jul-26-2011-581

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the

engagement letter with Klee, Tuchin, Bogdanoff & Stern, LLP, set forth below.

July 23, 2011

VIA ELECTRONIC MAIL

Mr. Jeffrey M. Sewell

County Counsel

Room 280, Jefferson County Courthouse

716 Richard Arrington Jr. Boulevard North

Birmingham, Alabama 35203

Re: Retention Agreement between Jefferson County, Alabama and Klee, Tuchin, Bogdanoff & Stern LLP

Dear Mr. Sewell:

I am writing this letter agreement to set forth the terms and conditions upon which Klee, Tuchin, Bogdanoff & Stern LLP ("KTBS") will represent Jefferson County, Alabama ("County").

Scope of Representation.

KTBS limits its practice to business reorganization, corporate insolvency, commercial and bankruptcy-related litigation and appellate advocacy, expert witness and transactional services. Included within the parameters of our practice are the representation of municipalities facing financial difficulties, debtors, creditors, equity holders, committees, trustees, landlords, potential acquirers of assets and other parties with interests in financially distressed businesses. To the extent the County requires services outside those areas, KTBS will work with the County to obtain appropriate outside advice. It is a condition to KTBS engagement that the County have available competent outside counsel to provide advice in matters outside the scope of KTBS engagement, including, without limitation, competent outside counsel to provide advice in the areas of municipal finance, tax law, securities law, and substantive Alabama law. KTBS will consult only as to those aspects of the matter that are within the scope of its representation.

KTBS will act as the County's co-counsel in connection with its current financial situation and financial restructuring and the evaluation of chapter 9 options for the County. If the County determines to commence a case under chapter 9 of the Bankruptcy Code and commences such case, KTBS will additionally act as the County's co-counsel to render such ordinary and necessary legal services as may be required as bankruptcy counsel in connection with a case under chapter 9 of the Bankruptcy Code which may be filed by the County in the United States Bankruptcy Court for the Northern District of Alabama ("Bankruptcy Court"), including advising with respect to the negotiation, preparation, and confirmation of any chapter 9 plan; assisting in the preparation of any disclosure statement; representing the County in litigation in the Bankruptcy Court (or any other federal court exercising jurisdiction over the County's case) concerning bankruptcy law issues; and otherwise advising the County regarding its legal rights and responsibilities under the Bankruptcy Code and Bankruptcy Rules.

None of the attorneys at KTBS are admitted to practice law in the State of Alabama. Following the commencement of a chapter 9 case by the County, the attorneys at KTBS which are to represent the County in its chapter 9 case will file applications with the Bankruptcy Court for permission to appear before the Bankruptcy Court (or any other federal court exercising jurisdiction over the County's case).

KTBS understands that the County has not resolved to commence a case under chapter 9 of the Bankruptcy Code and nothing in this letter shall be deemed or construed otherwise.

Financial Arrangements.

As a condition to this engagement, KTBS requires the payment and maintenance of (i) an initial retainer in the amount of \$50,000 to secure out-of-court services by KTBS (the "Initial Retainer"), and (ii) a further retainer (the "Chapter 9 Retainer" and, with the Initial Retainer the "Retainers") in the amount of \$500,000 to secure in-court services by KTBS (the "Chapter 9 Retainer Amount"). In the event that County ultimately determines not to commence a case under chapter 9 of the Bankruptcy Code, KTBS shall promptly return to the County the Chapter 9 Retainer, less any amounts outstanding in connection with KTBS out-of-court services after exhaustion of the Initial Retainer, and the County shall have no further obligation to maintain the Chapter 9 Retainer. The Retainers will be maintained by KTBS in a segregated trust account as security for the payment of fees and the reimbursement of expenses incurred hereunder.

KTBS periodically will send to the County an invoice for the hourly charges and out-of-pocket disbursements incurred on behalf of the County. The County shall advise KTBS of any difference it may have with any invoice promptly and in no event later than 30 calendar days following the date of the invoice, at which time such invoice shall become due and payable. KTBS will attempt in good faith to resolve promptly any dispute regarding an invoice. To extent the County does not timely pay an invoice that is due and payable, KTBS thereafter will apply that portion of the Retainers that is necessary to satisfy the amount set forth in such invoice. The County agrees thereafter to promptly replenish the Retainers, so that the original amount of the Retainers is fully restored.

Prior to the commencement of the County's chapter 9 case, KTBS will draw on the Initial Retainer and the Chapter 9 Retainer, in satisfaction of any outstanding accrued fees and expenses.

The County agrees to pay KTBS professional fees on account of services provided to the County at KTBS hourly rates in effect

at the time of such services and to reimburse KTB&S for costs and expenses incurred by KTB&S in connection with this engagement. The current rates for attorney and paralegal services presently range from \$250 to \$975 per hour. My hourly rate is \$975 per hour. Mr. Bogdanoff's hourly rate is \$895 per hour. Tasks are to be allocated among KTB&S's attorneys and KTB&S local counsel based upon their comparative expertise in various aspects of this engagement. Whenever feasible, work will be allocated to attorneys with lower hourly rates and KTB&S will endeavor to recommend that the County use members of co-counsel's firm with lower billing rates where possible. KTB&S hourly rates are adjusted periodically, typically on January 1 of each year, to reflect the advancing experience, capabilities, and seniority of KTB&S professionals as well as general economic factors. KTB&S will advise the County of all adjustments.

The types of costs and expenses that must be reimbursed hereunder include charges for messenger services, air couriers, photocopying, court fees, travel expenses, postage, long distance telephone, computerized legal research, investigative searches, transcripts, and other actual charges customarily invoiced by law firms in addition to fees for legal services. KTB&S does not bill for secretarial overtime or word processing.

The County agrees to make provision within its budgets approved by the Commissioners from time to time amounts reasonably necessary to pay KTB&S professional fees, costs and expenses.

Disclosures and Covenant.

KTB&S is a specialty law firm with few institutional clients. KTB&S typically does not represent banks and, in any event, is free to be adverse in unrelated matters to any current or former client. KTB&S does not presently represent any entity that has been identified to us by the County as a creditor of the County. It is conceivable, however, that KTB&S may represent an entity that (i) is a creditor of or is otherwise adverse to the County, or (ii) conducts business in Alabama and uses the County's services or otherwise incurs or owes taxes or payments to the County. Please be assured that KTB&S strictly preserves all client confidences and zealously pursues the interests of each of its clients, including in those circumstances in which KTB&S represents the adversary of an existing client in an unrelated case. The County agrees that it does not consider the concurrent representation by KTB&S, in completely unrelated matters, of such an adverse entity, to be inappropriate or otherwise objectionable and covenants not to assert any objections to any such concurrent representations. The County understands that KTB&S is relying on the provisions of this paragraph in undertaking this representation. To the extent consistent with KTB&S ethical and confidentiality obligations, KTB&S will notify the County of any such concurrent representations.

Some attorneys at KTB&S have relatives or significant others who are attorneys at other law firms. Please advise in writing if the County wishes to review a list of such firms. We have strict policies against disclosing confidential information to anyone outside of the firm, including spouses, domestic partners, parents, children, siblings, fiancées, fiancés, and significant others.

KTB&S maintains errors and omissions insurance coverage applicable to the services to be rendered hereunder which complies with the requirements imposed by California Business and Professions Code sections 6147(a)(6) and 6148(a)(4).

Opinion Letters.

KTB&S has a policy that it does not provide opinion letters to its clients or to others who might wish to rely on such letters. We do not alter this policy except under very unusual circumstances and then only upon further written agreements, as approved by a special committee of the firm, which provides for compensation to us for the special risks attendant to the furnishing of such opinions.

Representation of County Once.

KTB&S is being engaged by the County only. KTB&S employment by the County does not include the representation of any other individual or entity, including any Commissioner, employee, agent or representative of the County. KTB&S encourages all other individuals and entities to consult independent counsel to the extent appropriate. The County is solely responsible for notifying such individuals and entities, including its employees, agents and representatives, that KTB&S only represents the County in this engagement.

Discharge and Withdrawal.

The County may discharge KTB&S at any time. KTB&S may withdraw at any time with the County's consent or for good cause without the County's consent. Good cause includes the County's breach of this agreement, nonpayment of an invoice on a timely basis, the failure to fund the Retainers, the County's refusal or failure to cooperate with KTB&S, or any fact or circumstance that would render KTB&S continuing representation unlawful or unethical.

Client Files.

After the termination of KTB&S engagement, KTB&S will retain the County's files in KTB&S possession for a period of three years following such termination. If the County does not request in writing the County's files before the end of that three-year period, KTB&S will have no further obligation to retain the files upon the expiration of such period, and may, in its sole discretion, destroy them without further notice to the County.

No Other Agreement.

This agreement constitutes the entire understanding between the County, on the one hand, and KTB&S, on the other hand, regarding KTB&S employment in this matter and supersedes all agreements concerning KTB&S rendition of services in connection with the County. By executing this agreement, the County acknowledges it has read carefully and understands all of its terms. The agreement cannot be

modified except by further written agreement signed by each party.

Effective Date and Conclusion.

The effective date of this letter is July 6, 2011, the date on which KTB&S commenced services.

If you have any questions about the foregoing, please contact me. Moreover, feel free to obtain independent legal advice regarding this agreement. If the County is in agreement with the foregoing, and it accurately represents the County's agreement with KTB&S, please execute this letter. Please be sure to include County's federal taxpayer identification number. If the County is not in agreement with the foregoing, kindly contact me immediately. Please note that KTB&S will assume no responsibility with respect to this engagement until a signed copy of this letter is received by KTB&S and the required funds are received.

KTB&S looks forward to working with you.

Very truly yours,

Kenneth N. Klee

KLEE, TUCHIN, BOGDANOFF & STERN LLP

THE FOREGOING LETTER AGREEMENT IS APPROVED AND AGREED TO:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington

Its: President

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

Thereupon the Commission Meeting was recessed to be reconvened Wednesday, July 27, 2011, at 10:00 a.m. in Commission Chambers.

The Regular Commission Meeting reconvened Wednesday, July 27, 2011, at 10:05 with the following members present:

District 1 George F. Bowman

District 2 Sandra Little Brown

District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

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

Jul-27-2011-582

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Roads and Transportation is authorized to investigate contracting with municipalities, cities, etc. for the use of Jefferson County equipment and personnel for roadway maintenance to include costs for the services and consideration of time to carry out these services due to limited County employees.

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

Resolution authorizing execution of an agreement with FTI Consulting was carried over to the reconvened Commission Meeting to be held on Wednesday, July 27, 2011, at 2:00 p.m.

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

BUDGET TRANSACTIONS

1. Finance \$250,000
Shift funds to cover auditing fees.
2. Finance \$100,000
Shift funds to cover auditing fees.

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

Thereupon the Commission Meeting was recessed to be reconvened Wednesday, July 27, 2011, at 2:00 a.m. in Commission Chambers.

The Regular Commission Meeting reconvened Wednesday, July 27, 2011, at 2:05 with the following members present:

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

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

Jul-27-2011-583

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the Amendment set forth below to the professional services contract between Jefferson County and FTI Consulting, Inc. dated March 8, 2011, at M.B. 161, PP. 317-320.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County"), and FTI Consulting, Inc., hereinafter called "FTI" providing consulting services. The effective date of this Amendment shall be July 27, 2011.

WITNESSETH:

WHEREAS, the parties desire to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on March 8, 2011, at M.B.161, Pg. 317-320, and is hereby amended as follows:

Term: The contract term is extended to allow FTI to complete Phase Two of the Scope of Services as set forth on Exhibit A attached hereto. It is estimated that Phase Two will be completed by September 16, 2011 to facilitate the 2012 Budget Process. However, certain analyses and plan implementation matters may be ongoing beyond September 16, 2011. Any additional work outside of the scope of Phase Two will be addressed in an amendment to the Contract after completion of Phase Two.

Scope of Services: At the direction of the County, FTI will perform the services as set forth on Exhibit A attached hereto. In addition, FTI will prepare a detailed work plan which will include tasks, responsibilities and timing of deliverables. The detailed work plan will be completed within 10 business days from the effective date of the Amendment and provided by FTI to each member of the County Commission and the County Attorney.

Fees: For the services outlined above, County will compensate FTI in accordance with a fee schedule attached hereto as Exhibit B. Although fees will be based in accordance with the fee schedule attached hereto as Exhibit B, it is estimated that the fees associated with Phase Two of the Engagement will range from \$600,000 to \$700,000. This estimate assumes the full cooperation of County personnel and the availability of timely and accurate financial and operational information. In addition, FTI will provide the County with estimates of

accrued fees and expenses on a weekly basis.

Hourly rates are generally revised periodically. FTI will notify the County of any changes to FTI's rates. Note that FTI does not provide any assurance regarding the outcome of our work and FTI's fees will not be contingent on the results of such work.

In addition to the fees outlined above, FTI will bill for reasonable allocated and direct expenses which are likely to be incurred on the County's behalf during this Engagement. Allocated expenses include the cost of items which are not billed directly to the engagement, including administrative support and other overhead expenses that are not billed through as direct reimbursable expenses, and are calculated at 6.0% of FTI's standard professional rates. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter in which FTI is not a party, FTI shall provide notice to the County and if the County agrees that FTI testify or provide evidence, FTI will be compensated by the County, at its regular hourly rates and reimbursed for reasonable allocated and direct expenses with respect thereto.

Out of pocket expenses shall never include reimbursement for alcohol or first class airfare. Expenses shall be kept within the U.S. General Services Administration (GSA) recommended guidelines at the specified GSA recommended rates for Jefferson County, Alabama.

The County will only pay those invoices provided by FTI for services performed or fees accrued by FTI after the effective date of this amendment. Any out of pocket expenses accrued but not invoiced to the County by FTI for work performed prior to the effective date of this amendment will be paid in accordance with the terms of the original contract.

Cash on Account: Initially, the County will forward to FTI the amount of \$150,000, which funds will be held "on account" to be applied to FTI's professional fees, charges and disbursements for the Engagement (the "Initial Cash on Account"). To the extent that this amount exceeds FTI's fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. The County agrees to increase or supplement the Initial Cash on Account from time to time during the course of the Engagement in such amounts as the County and FTI mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

FTI will send the County periodic invoices (not less frequently the every two weeks) for services rendered and charges and disbursements incurred on the basis discussed above, and in certain circumstances, an invoice may be for estimated fees, charges and disbursements through a date certain. FTI will provide invoices in sufficient detail and in a form acceptable to the County. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of our Services.

Upon transmittal of the invoice, FTI may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. The County agrees upon submission of each such invoice to promptly wire the invoice amount to FTI as replenishment of the Initial Cash on Account (together with any supplemental amount to which FTI and the County mutually agree), without prejudice to the County's right to advise FTI of any differences it may have with respect to such invoice. FTI has the right to apply to any outstanding invoice, up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) the County's opportunity to review FTI's statements.

Conflicts of Interest: FTI has disclosed to the County that it currently represents a number of the County's creditors, debt trustees, swap counter-parties and debt insurers. FTI represents and warrants to the County that none of the foregoing representations relate in any way, directly or indirectly, to Jefferson County. FTI acknowledges and agrees that the FTI professionals assigned to provide services hereunder (the "FTI Engagement Team") will not during the pendency of this matter provide services to a party that is adverse to the County. FTI further represents and warrants that access to all information of the County, including engagement related data, files, work papers and related work product shall be restricted to members of the FTI Engagement Team and to the extent necessary, FTI will implement ethical wall procedures in the event other FTI professionals are engaged in matters adverse to the County. During the pendency of FTI's engagement for the County, FTI agrees to provide the County with prompt notice in the event it is engaged to provide services to a party in a matter related to the County. The County understands that FTI may not be able to disclose details of its engagements with other parties.

Hold Harmless and Indemnification: Excluding either party's indemnification obligations pursuant to the Contract hereunder, or any claims arising out of either party's gross negligence or willful misconduct, (i) FTI shall not be liable to the County, or their respective successors, assigns or affiliates for damages in excess of the total amount of the fees paid to FTI hereunder; and (ii) the County shall not be liable to FTI, its successors, assigns or affiliates for damages in excess of the total amount of the fees and expenses incurred by FTI hereunder. The terms of this paragraph shall survive the termination of this agreement and shall apply to any controlling person, director, officer, employee or affiliate of any party.

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

EXHIBIT A
SCOPE OF SERVICES
PHASE TWO

FTI will provide consulting services to Jefferson County. FTI will work closely with the County Attorney to ensure that its practices, recommendations and work product are in compliance with all state and federal law applicable to Jefferson County and all court decrees and orders to which Jefferson County is a party:

Right Sizing Reorganization

A. Provide a Performance Improvement Team (consisting of, at any given time, 4 to 7 professionals) who will work with County Personnel to design a plan consisting of the following activities:

- Review Phase One Cost Cutting suggestions to determine the extent they were effective;
- Design a staffing plan to reorganize departments;
- Review of contracts and suggest opportunities for potential savings;
- Review fleet assets and suggest reasonable cost cuts;
- Provide a high level review of Information Technology structure and design alternatives and needed capital investment for cost cutting;
- Identify opportunities for energy consumption efficiencies.

B. Assist County Personnel in developing the County's FY2012 Budget; and,

C. Review County assets to identify areas that may be unnecessary or redundant.

It is estimated that Phase Two will be completed by September 16, 2011 to facilitate the 2012 Budget Process. However, certain analyses and plan implementation matters may be on going beyond September 16, 2011.

EXHIBIT B
FTI Fee Structure

FTI shall be compensated for services rendered at a blended hourly rate of \$360 per hour.

| SERVICE | COST PROPOSAL* |
|----------------------------------|---|
| (a) Performance Improvement Team | Estimated hours - 1,389 Estimated fees - \$500,000 |
| (b) Budget preparation | Estimated hours - 417 Estimated fees - \$150,000 |
| (c) Review of county assets | Estimated hours - 139 Estimated fees - \$50,000 |

* The hours and fees included herein are estimates. Although fees will be based in accordance with the fee schedule attached hereto as Exhibit B, it is estimate that fees associated with Phase Two of the Engagement will range from \$600,000 to \$700,000. This estimate assumes the full cooperation of County personnel and the availability of timely and accurate financial and operational information. In addition, FTI will provide the County with estimates of accrued fees and expenses on a weekly basis.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted.

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

The Commission Meeting reconvened momentarily and proceeded with business.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the Amendment set forth below to the professional services contract between Jefferson County and FTI Consulting, Inc. dated March 8, 2011, at M.B. 161, PP. 317-320. The Appointing Authority shall have the sole authority to determine any services needed to be provided by FTI in their respective areas.

No motion or second was asked for to adopt the above amended resolution, but vote was called. Voting "Aye" Carrington, Knight and Stephens. Voting "Nay" Bowman. Commissioner Brown abstained.

Motion was then made by Commissioner Brown seconded by Commissioner Stephens to adopt the above amended resolution. Voting "Aye" Brown, Carrington, Knight and Stephens. Voting "Nay" Bowman.

After the Commission Meeting was adjourned, Commissioner Brown requested that the record state that she abstained from voting on adoption of the amended resolution.

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

President

ATTEST

Minute Clerk