

STATE OF ALABAMA)

JEFFERSON COUNTY) August 10, 2010

The Commission met in regular session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that the Minutes of August 3, 2010, be approved. Voting "Aye" Humphries, Bowman, Carns, Collins and Smoot.

STAFF DEVELOPMENT

Multiple Staff Development

Roads & Transportation - 4 participants

Ken Boozer	Decatur, Alabama	\$500.00
Terry Melvin	International Municipal Signal Assn. Certification Course	\$500.00
Walter Malone	August 17-20, 2010	\$500.00
Douglas Goolsby		\$500.00

Individual Staff Development

Harold Rose	Environmental Svs	Pelham, Alabama	\$125.00
		Temporary Traffic Control for Contractors Seminar	
		June 29, 2010	
Kelly Watson	Roads & Trans	Homewood, Alabama	\$415.00
		IRWA Course 501: Residential Relocation Assistance	
		August 12-13, 2010	

Motion was made by Commissioner Carns seconded by Commissioner Humphries that the Staff Development be approved. Voting "Aye" Carns, Humphries, Bowman, Collins and Smoot.

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.

RECOMMENDED THAT THE ENCUMBRANCE JOURNAL BE APPROVED (THIS REGISTER IS ON FILE IN THE PURCHASING DEPARTMENT)

1. ROADS AND TRANSPORTATION FROM SUNSHINE SUPPLIES INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR REPETITIVE SILT FENCE AND ACCESSORIES PURCHASE FOR THE PERIOD OF 10/01/2010 09/30/2011. REFERENCE BID # 69-09 EST. \$50,000.00 TOTAL COMMISSION APPROVED ON 3/10/09.
2. ENVIRONMENTAL SERVICE ADMINISTRATION LINE MAINTENANCE FROM BIRMINGHAM WATER WORKS BOARD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR WATER FROM HYDRANT FOR CREW TRUCKS. SAP PURCHASE ORDER # 2000045211 \$6,000.00 TOTAL
3. COMMUNITY DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR FLORA PATTERSON. SAP PURCHASE ORDER # 2000041680 \$2,050.00 TOTAL REFERENCE BID # 69-10
4. ENVIRONMENTAL SERVICES FROM CAPITAL TRACTOR, MONTGOMERY, AL, TO PURCHASE KUBOTA TRACTOR WITH MID-MOWER, FRONT LOADER AND BACKHOE. SAP PURCHASE ORDER # 2000045920

- \$22,150.00 TOTAL REFERENCE BID # 181-10A
5. ENVIRONMENTAL SERVICES FROM CAPITAL TRACTOR, MONTGOMERY, AL, TO PURCHASE TWO (2) KUBOTA ZERO TURN MOWER. SAP PURCHASE ORDER # 2000045919 \$16,300.00 TOTAL REFERENCE BID # 182-10
6. JEFFERSON COUNTY PROBATE OFFICE BESSEMER COURTHOUSE FROM DOCUMENT STORAGE SOLUTIONS, CALERA, AL, FOR A VERTICAL CAROUSEL STORAGE SYSTEM KARDEX LEKTRIEVER ELECTRIC LATERAL FILE/18 CARRIER. REFERENCE BID # 177-10 \$26,430.00 TOTAL
7. GENERAL SERVICES, ALL COUNTY DEPARTMENTS AND PACA MEMBERS FROM STAPLES, INCORPORATED, BESSEMER, AL, CONTRACT RENEWAL FOR METAL OFFICE SYSTEMS AND FURNITURE FOR THE PERIOD OF 10/1/10 9/30/11. REFERENCE BID # 160-10 EST.\$250,000.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM ATD-AMERICAN COMPANY, WYNCOTE, PA, RECOMMENDATION TO AWARD CONTRACT FOR DISPOSABLE PILLOWS FOR THE PERIOD OF 8/1/10 TO 7/31/11. REFERENCE BID # 169-10 EST. \$3,041.28 TOTAL
9. SHERIFF DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM LOCATE PLUS INVESTIGATION, BEVERLY, MA, FOR ANNUAL RENEWAL FOR DATABASE ACCESS FOR POLICE INVESTIGATION FOR THE PERIOD 7/1/10 6/30/11. REFERENCE BID # 148-08R EST. \$8,814.96 TOTAL

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Purchasing Minutes be approved. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
8/10/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PRINTER	COMMUNITY DEV	99.98	1900042593
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CGHM- PETTY CASH	CGH: CHAPLAIN	798.31	1900042572
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PRINTER	COMMUNITY DEVELOPMENT	99.98	1900042594
DISTRICT 1	1003767	FREDERICK HAMILTON	TRAVEL REIMBURSEMENT-HAMILTON	COMMUNITY DEV	102.29	1900042450
*DISTRICT 1					1,100.56	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GREENWAY COMMISSION MEETING SNACKS	LAND DEVELOPMENT	26.69	1900042591
*DISTRICT 2					26.69	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HEAD ANVIL	R&T: HIGHWAY MAINT-KETONA	101.99	1900042509
DISTRICT 3	1000193	JEFFERSON CO TREASURER	INK; CLEANING SUPPLIES; PAINT	R&T: HIGHWAY ENG & CONST	101.60	1900042467
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL; PARTS	FLEET MGMT: ADMIN	94.61	1900042589
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WHISTLES; CDL LICENSE	R&T: HIGHWAY MAINT-BESS	123.22	1900042508
DISTRICT 3	1001391	ALLEN W KNIPFHER	TRAVEL REIMB. - AK - SNS SUMMIT	EMA	84.00	1900042588
DISTRICT 3	1002864	SUNBELT FIRE INC	09 SMA GRANT REIMBURSEMENT - HOMEWOOD FIRE	EMA	1,800.00	1900042282
*DISTRICT 3					2,305.42	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE	GEN SVCS: ADMINISTRATION	68.88	1900042370
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE	GEN SVCS: ADMINISTRATION	0.62	1900042245
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FILTER RACK; CLIPS ON HAND TRUCK	GEN SVCS: ADMINISTRATION	212.00	1900042596
DISTRICT 4	1000516	BRUCE THOMPSON	RET. TRAVEL-B. THOMPSON-7/3-7/9	REVENUE	50.87	1900040916
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE/OFFICE SUPPLIES-FORESTDALE	REVENUE	45.63	1900040936
DISTRICT 4	1001466	ERIC R PRUITT	REIMB. MILEAGE-E. PRUITT 6/4-24	REVENUE	120.85	1900040937
DISTRICT 4	1001855	WILEY E SToudenMIRE	REIMB. MILEAGE-D. PRICE- 6/01-6/24	REVENUE	19.85	1900042251
DISTRICT 4	1002559	ALLIANCE COMMUNITY CNTR	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900042469
DISTRICT 4	1003093	DAVID GARRISON	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900042479
DISTRICT 4	1021013	DEMETRIUS L PRICE	REIMB. MILEAGE-D. PRICE- 6/03-28/10	REVENUE	54.27	1900042250
DISTRICT 4	1025847	BENNY R WATSON	COMPENSATION FOR ABSENTEE ELECTIONS MGR	GEN SVCS: ELECTIONS	4,200.00	1900042625
DISTRICT 4	1026162	JEAN REID	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900042468
*DISTRICT 4					4,892.97	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POWER SUPPLY FOR TRAINING CENTER	ES: INSTRUMENT SHOP	74.68	1900042284
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR FILTERS	ES: TURKEY CREEK WWTP	36.96	1900042461
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY (ELECTRONICS)	ES: TRUSSVILLE WWTP	11.78	1900042279
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RIBBON; PARTS; FILTERS; COIL COATING SPRAY	ES: VALLEY CREEK WWTP	684.53	1900042280
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BUTANE, MINI PLUG, 9 PIN HOOD,SOLDER	ES: INSTRUMENT SHOP	53.54	1900042447
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BEARINGS	ES: PACKAGE WWTP PUMP STA	84.84	1900042449
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPUTER SCREEN CLEANER;WEED EATER CORD;	ES: FIVE MILE CREEK WWTP	123.93	1900042285
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRIMMER CORD ,SHOVEL,RAKE,CLAMPS,BELTS	ES: TURKEY CREEK WWTP	224.86	1900042296
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS; BATTERIES	ES: PACKAGE WWTP PUMP STA	133.64	1900042480
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTERS; GRAPHITE SEPCO PACKING	ES: VALLEY CREEK WWTP	613.99	1900042481
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE;WHEEL	ES: FIVE MILE CREEK WWTP	144.91	1900042520
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASKETS FOR LAB HOT WATER HEATER	ES: BARTON LAB	84.80	1900042510
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HINGES; BATTERIES; START FLUID THROTTLE	ES: CAHABA RIVER WWTP	259.50	1900042512
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATORADE; KEYS COPIES; WEED EATERS;BELTS	ES: VALLEY CREEK WWTP	858.37	1900042587
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES; PRINTER	ES: VALLEY CREEK WWTP	826.48	1900042599
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE;FILES;MEDICAL SUPPLIES	ES: FIVE MILE CREEK WWTP	141.88	1900042483
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASE TIRE REPAIR PLUGS	ES: LEEDS WWTP	12.98	1900042523
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER, BULBS, WEDEATER LINE	ES: TRUSSVILLE WWTP	153.14	1900042487
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HARDWARE	ES: VILLAGE MAINT SHOP	132.54	1900042590
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLIERS; BATTERIES; PARTS; CABLES	ES: PACKAGE WWTP PUMP STA	253.13	1900042526
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CORDLESS DESKTOP MX 5500	ES: SANITATION ADMIN	169.99	1900042525
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMIN	15.25	1900042597
*DISTRICT 5					5,095.72	
JOINT RESPON	1000193	JEFFERSON CO TREASURER	GATORADE	SHER CORRECT-BHAM	119.04	1900042278
JOINT RESPON	1000832	DONALD R MCALLISTER	LOCAL MILEAGE 5-13 THROUGH 7-30-2010	BD OF EQUAL - BHAM STATE	159.17	1900042595
JOINT RESPON	1004355	MARGARET TIREY KEATON	ASSESSORREIM_KEATON_JUNE2010GRADASSMNT	PER BD: TESTING	378.53	1900042472
JOINT RESPON	1019860	PRISCILLA MINENGER	ASSESSORREIM_MINENGER_JUNE2010GRADASSMNT	PER BD: TESTING	186.34	1900042477
JOINT RESPON	1019872	JANET BROWN	ASSESSORREIM_BROWN_JUNE2010GRADASSMNT	PER BD: TESTING	325.88	1900042440
JOINT RESPON	1022284	QUINCY ACKLIN	ASSESSORREIM_ACKLIN_JUNE2010GRADASSMNT	PER BD: TESTING	276.47	1900042406
JOINT RESPON	1022291	JEWEL DENSON	ASSESSORREIM_DENSON_JUNE2010GRADASSMNT	PER BD: TESTING	243.26	1900042443
JOINT RESPON	1022669	HALI CHAMBERS	ASSESSORREIM_CHAMBERS_JUNE2010GRADASSMNT	PER BD: TESTING	125.00	1900042383
JOINT RESPON	1023333	MING-HUNG CHI	ASSESSORREIM_CHI_JUNE2010GRADASSMNT	PER BD: TESTING	138.77	1900042442
JOINT RESPON	1023712	IAN MONDROW	ASSESSORREIM_MONDROW_JUNE2010GRADASSMNT	PER BD: TESTING	125.00	1900042476
JOINT RESPON	1025729	MICHAEL DAVIS	ASSESSORREIM_DAVIS_JUNE2010GRADASSMNT	PER BD: TESTING	174.10	1900042473
JOINT RESPON	1025730	AYANNA GRAHAM	ASSESSORREIM_GRAHAM_JUNE2010GRADASSMNT	PER BD: TESTING	427.13	1900042444
JOINT RESPON	1025731	IRIS GRIFFIN	ASSESSORREIM_GRIFFIN_JUNE2010GRADASSMNT	PER BD: TESTING	351.80	1900042471
JOINT RESPON	1025742	KYLE MORGAN	ASSESSORREIM_MORGAN_JUNE2010GRADASSMNT	PER BD: TESTING	175.00	1900042475
JOINT RESPON	1025751	JEFFREY BUDREWICZ	ASSESSORREIM_BUDREWICZ_JUNE2010GRADASSMNT	PER BD: TESTING	207.40	1900042441

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the Unusual Demands be approved. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Board of Registrars \$0

Delete a Laborer III position and add two Administrative Interns (Gr. 12) to work from September to November due to the upcoming election. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

2. Environmental Services \$6,000

Add purchasing memorandum to purchase Biowin WWTP dynamic modeling software. No Additional Funds Required.

3. Fleet Management \$3,000

Shift funds to cover the remaining machinery purchases.. No Additional Funds Required.

4. Probate Court \$28,850

Shift funds and add purchasing memorandum to purchase twenty-three scanners. No Additional Funds Required.

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the Budget Amendments be approved. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

Aug-10-2010-727

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

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

WHEREAS, said mortgage is identified as follows: 4212 Fieldstone Drive, Birmingham, AL 35215
Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated January 15, 2010, in the original amount of \$110,000.00 and recorded on June 22, 2010 in Book LR 201001 Page 19320, in the Probate Office of Jefferson County, Alabama,

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, A BODY POLITIC does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated January 15, 2010, in the original amount of \$110,000.00 and recorded on June 22, 2010 in Book LR 201001 Page 19320, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 10th day of August, 2010.

JEFFERSON COUNTY, ALABAMA, a body politic

Bettye Fine Collins

President of Jefferson County Commission

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

Aug-10-2010-728

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

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

WHEREAS, said mortgage is identified as follows: 3030 Wood Circle, Birmingham AL 35215

Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated February 4, 2010, in the original amount of \$110,000.00 and recorded on June 22, 2010 in Book LR 201002 Page 859, in the Probate Office of Jefferson County, Alabama,

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, A BODY POLITIC does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by GREATER BIRMINGHAM HABITAT FOR CITY, INC. dated February 4, 2010, in the original amount of \$110,000.00 and recorded on June 22, 2010 in Book LR 201002 Page 859, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 10th day of August, 2010.

JEFFERSON COUNTY, ALABAMA, a body politic

Bettye Fine Collins

President of Jefferson County Commission

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

Aug-10-2010-729

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

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

WHEREAS, said mortgage is identified as follows: 731 Nytol Circle, Birmingham, Alabama 35210

Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated June 15, 2010, in the original amount of \$110,000.00 and recorded on June 22, 2010 in Book LR 201005 Page 11210, in the Probate Office of Jefferson County, Alabama,

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, A BODY POLITIC does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated June 15, 2010, in the original amount of \$110,000.00 and recorded on June 22, 2010 in Book LR 201005 Page 11210, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 10th day of August, 2010.

JEFFERSON COUNTY, ALABAMA, a body politic

Bettye Fine Collins

President of Jefferson County Commission

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

Aug-10-2010-730

BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Spencer Engineering Inc., for the provision of engineering services in connection with the West Highland Park Improvements Project (CD08-03F-U02-WHP) The fee for these services will be Twenty Thousand Three Hundred Seventy Two and 00/100 Dollars (\$20,372.00), and will be paid for in full with Federal funds. This project is from the Program Year 2008 funds.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

Aug-10-2010-731

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Silverstone International, LLC to develop a strategic plan for Cooper Green Mercy Hospital covering the next five years in the amount of \$50,000. No additional funds required.

This agreement is entered into on the 7th day of July by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital (The Hospital) and Silverstone International, a full service corporate consulting firm with experience and specialties in strategic planning, information technology, sports management, and marketing (The Company).

BACKGROUND

Cooper Green Mercy Hospital envisions itself as the leader of an equitable and just health care system through excellence, quality, compassion and trust. The healthcare team's commitment to partnering with employees, patients, their families, visitors and the community at large is evident in its recent designation as among the most satisfied patients surveyed in the country. In an effort to remain among the best in all areas, the Hospital must define and set a path for future growth and development. The Hospital desires to retain the Company to assist in developing strategic plans that are designed to take the Hospital in a direction that maintains its current posture and positions it to grow and respond to issues in the ever changing HealthCare environment.

NOW, THEREFORE, in consideration of the mutual covenants and promises set out below, the parties agree as follows:

I Representations and Warranties of the Company

The Company represents and warrants that it is duly organized and validly exists under the laws of the State of Alabama. It further warrants that it has the personnel, all power and authority to execute and deliver this agreement and all of the documents and instruments required. This agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of the Company, legally enforceable against it in accordance with their terms.

II Duties and Obligations of the Company

Because of the complexities and uncertainties of events involved in this assignment, the responsibilities of the Company have been separated into two Phases.

PHASE 1 - Data Gathering

This Phase commences when this contract is approved by the Jefferson County Commission and continues for (3) months ending Sept 30, 2010. The company is expected to interview and interact with Commissioners, Advisory Board Members, Hospital Senior Leadership and other relevant personnel to develop an understanding of the strengths and weaknesses of the current organizations and its structure and how, if necessary, it may be changed to meet future needs. At the Hospital level, particular emphases shall be placed on developing the visions and objectives of each subdivision with a define path into the overall mission and objectives of the Hospital as a whole. The subdivisions involved are: Ancillary, Inpatient, Administration & Support, Outpatient and Fiscal Services. Each Division has its own role in the overall organizational structure and should have defined objectives which will facilitate accomplishing the Hospital mission.

For Phase 1, the Company is expected to provide an assessment of each subdivision and its ability to deliver what is necessary to enable that Division to contribute to accomplishing the overall Hospital mission. This Phases results should be made orally with supporting power point presentations at the Hospital level to the management staff on or before the completion date outline above (See Attachment A).

PHASE 11 - Final Reports and Document Completion (at least 50 bound copies)

This is the final phase and begins when the Hospital Leadership accepts the information, plans, and other recommendations from Phase 1. This phase is expected to last two (2) months through November 30, 2010 and culminate with a five (5) year strategic plan for the Hospital that include a detailed narrative and oral presentation to the Commission with power point support of expectations for each year and the criteria that is being used to determine if the plans have been met. In addition, final plans will consider the current demographics, current

healthcare issues (impact of any law changes by Local, State or Federal governmental units), Jefferson P. C. and other issues that might impact the Hospital's ability to survive. Develop and deliver at least fifty (50) bounded color copies of the strategic plans and respond to any questions or issues from relevant parties (See Attachment A).

III Representations and Warranties of the Hospital

The Hospital represents and warrants that it is duly organized and licensed as a Healthcare provider in the State of Alabama. It further warrants that it has all power and authority to execute and deliver this agreement and all of the documents and instruments required. This agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of the Hospital, legally enforceable against it in accordance with their terms.

IV Hospital's Obligations

General The Hospital shall make its best efforts to insure that the Company personnel are provided adequate space and support when working at the Hospital. In addition, the Hospital will make every effort to assist the Company in having personnel available for interviews at the appointed time and location. This includes Commissioners, Advisory Board members and others that the Company may reasonably need to interview.

Compensation For the duties and obligations outlined above, the Hospital agrees to pay the Company fifty thousand dollars (\$50,000) as follows:

20% or \$10,000 at the completion of Phase I and acceptance by the Hospital 80% or \$40,000 at the completion of Phase II and delivery, acceptance of the final documents and presentation to the full commission.

Hospital agrees to remit payment within thirty (30) days following the receipt of an invoice from the Company.

V MUTUAL AGREEMENTS

A) The Company agrees to hold Hospital, their officers and employees harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments and liabilities for personal injury, death, or property damage resulting from the acts or omissions of the Company or acts or omissions of others under the supervision or control of the Company.

B) This agreement constitutes the entire agreement between the Hospital and Company. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and executed on behalf of both parties hereto.

C) If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement, to include the application of the remaining provisions, shall remain valid and in full force and effect.

D) The term of this agreement shall commence when approved by the Jefferson County Commission and expire November 30, 2010. Notwithstanding any language contained in the foregoing to the contrary, either party hereto may terminate this agreement for any reason at any time by giving the other party thirty (30) days written notice of such intent.

1) Upon any such termination of this agreement, the Company will be compensated for its efforts to the point of termination based on the applicable time spent by Company.

E) The Hospital and Company shall at all times comply with all applicable ordinances, laws, rules, and regulations of local, State, and Federal governments or any subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to either party.

F) The Hospital and Company agree that in the performance of this Agreement, there will be no discrimination against any person or persons on account of race, color, sex, religion, age, disability, national origin, or veteran status. Both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all other Federal rules and regulations, State laws, and executive orders as applicable.

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

H) The Company declares, that, as of the date of this contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any other contract with the Contractor for which compensation will be sought during the period of time this contract is being performed; and furthermore, the Contractor pledges that it will notify the Purchasing Manager in writing should it come to its knowledge that any County official becomes either directly or indirectly interested in the contract or any contract with the Contractor for which compensation will be sought for the aforesaid period. In addition, the Contractor declares that, as of the date of this contract, neither it nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract or any contract with the County under which compensation will be sought during the period of time this contract is being performed.

D) Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

IN WITNESS THEREOF, 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
Sandra Hullett, M.D., Chief Executive Officer
Silverstone International
Nichelle Gaaney, President/CEO

Jefferson County Commission
Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

Aug-10-2010-732

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Prescription Savings Program for Healthcare Facilities Agreement between Jefferson County, Alabama and AstraZeneca Pharmaceuticals, LP for Cooper Green Mercy Hospital to participate in their patient's assistance program which provides for free replacement of qualified drugs from the manufacturer if patients do not have insurance coverage. All drugs that will be replaced, will be bought through the pharmaceutical wholesale agreement. No additional funds are being requested for the purchase of any drug and no funds need to be pre-committed.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

Aug-10-2010-733

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Software License and Services Agreement between Jefferson County, Alabama and 3M Company to provide medical coding software, training and support services, which amends Exhibit B - the Software & Services Schedule, adds Section 9.1.1 - License Term Extension and deletes Exhibit C (Business Associate Addendum) and replaces with new exhibit, in the amount of \$46,400. No additional funds required.

AMENDMENT 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the Software License Agreement dated September 30, 2005 between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 841234611 and Cooper Green Hospital (hereinafter referred to as "Customer") with offices at 1515 6th Avenue South, Birmingham, AL 352331687 shall be effective as of September 30, 2010.

Customer and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.

2. AMEND Exhibit B, the Software and Services Schedule, as follows:

S/O ITEM	CPU ACTION	SKU	ITEM DESCRIPTION	SITE TYPE LIST FEE	ANNUAL FEE
64289	Networking	COOPER GREEN HOSPITAL, BIRMINGHAM, AL 2530040		Install/Access Site	
3.	Renew	CODEF	Codefinder Software	\$13,509.00	\$10,537.00
4.	Renew	DRGF	DRGfinder Software	\$5,532.00	\$4,296.00
5.	Renew	CPTF	HCPCS/CPTfinder	\$6,749.00	\$5,264.00
6.	Renew	CODREF	Coding Reference Software+	\$3,601.00	\$2 809.00
7.	Renew	AUDEXPSYS	Audit Expert System	\$18,529.00	\$14,453.00
8.	Renew	APC	APCfinder Software	\$9,440.00	\$7,363.00
9.	Renew	CONNSFT BAS	Connections Software Basic	\$2,151.00	\$1,678.00

For the purpose of this Agreement, the Software Installation Date for the products listed above is deemed to be September 30, 2010.

Fee Summary:

ANNUAL SOFTWARE LICENSE & SUPPORT FEES: \$46,400.00

*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$0.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
TOTAL THIS AMENDMENT:	\$46,400.00

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE LISTED BELOW OR DECEMBER 31, 2010, WHICHEVER OCCURS FIRST.

In the event Customer delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then current list price or 3M may terminate any such module of the Software or Service from this Agreement.

+ Includes content from one or more third party products. Third Party Content requires 3M to pass through modified terms and conditions applicable to its Content. If 3M provides Third Party Content to Customer that is accompanied by its own license agreement (e.g., "shrinkwrap" or "click wrap" terms and conditions) such Third Party Content license agreement shall control Customer's use of the Third Party Content. 3M warranties do not extend to any Third Party Content.

Deletion = Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Customer Installed

10. ADD Section 9.1.1 to the terms and conditions.

9.1.1 License Term Extension. Customer agrees to license the Software listed in this Agreement from 3M for an extended Three (3) Year term ending September 29, 2013 ("Extended Term"). After the Extended Term this Agreement and the License granted under Section 2.5. shall automatically renew for successive one (1) year terms unless either party gives the other sixty (60) days written notice prior to the applicable renewal date requesting termination of this Agreement.

11. DELETE Exhibit C in its entirety and REPLACE with the attached Exhibit C. (Exhibits on file in the Minute Clerk's office)

Customer has read this Amendment, each Exhibit, and Attachment hereto. To indicate Customer's acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Customer have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

COOPER GREEN HOSPITAL
Bettye Fine Collins, President
Jefferson County Commission

3M COMPANY
James R. McDonough
Pricing and Contracting Director

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

Aug-10-2010-734

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is, authorized to execute an Agreement between Jefferson County and Accelerated Technology Laboratories, Inc. for a maximum contract amount of \$84,039.60. This agreement provides for software and support services for Barton Laboratory.

TERMS AND CONDITIONS

Customer orders and Accelerated Technology Laboratories, Inc. (ATL) agrees to furnish the Software and Services in accordance with the terms of this Agreement, Jefferson County, Alabama RFP# 88-10 and ATL Quote # 12748. This Agreement supersedes the terms and conditions of any purchase documents submitted by the Customer.

1. EQUIPMENT

Customer agrees: (i) that any problem with the Equipment shall be the responsibility of its manufacturer; (ii) not to hold ATL or its representatives liable for any problem such problem with any Equipment; (iii) to provide reasonable access for installation of the Equipment, and use the Equipment in a manner consistent with the recommendations of the manufacturer; (iv) to execute all documents as may be reasonably requested by the manufacturer in connection with the purchase of Equipment; (v) not to relocate the Equipment to a different address, site or laboratory without the prior written consent of ATL.

2. SOFTWARE

a) Provided Customer makes full and complete payment(s) to ATL as described in Section 5 below. ATL grants to customer a non-transferable, non-exclusive, limited license: (i) for its employees and agents to use the Software in a machine-readable form on the Equipment or other computer hardware approved by ATL and at the site specified in this Agreement solely for the Customer's internal business purposes and (ii) to make up to two backup copies of machine readable code portions of the Software and printed listings thereof, for backup or archival purposes only, which copies shall be subject in all respects to the terms and conditions hereof.

- b) Customer agrees and understands: (i) that no title to the Software, its copies or to its intellectual property is transferred to Customer (ii) that the Software is derived in part and may contain portions of software code proprietary to others; (iii) that it shall not disassemble or decompile the Software; and (iv) that it shall not publish any results of benchmark tests run on the Software.
- c) Customer shall have no rights to any modifications, enhancements or extensions with respect to the Software.
- d) If the Equipment is not operative, Customer may transfer to and use the Software on other, approved equipment at the Designated Site, provided Customer informs ATL of such transfer in writing.
- e) The Software is not specifically developed, manufactured or licensed for use in the planning, construction, maintenance, operation or use in any nuclear capacity or for the flight, navigation, or communication of aircraft or ground support equipment.
- f) Upon any termination of the license granted under this Agreement, Customer shall immediately cease use of the Software, and either deliver to ATL the Software and all copies of the Software, and all documentation containing the Software and other proprietary information, or destroy such materials on the instruction of ATL.
- g) Customer shall display all proprietary and copyright notices and legends to the extent and in the manner specified by ATL.

Signature _____ Print Name _____ Date _____

h.) Customer is aware that in the event Customer fails to pay all amounts due to ATL in accordance with the terms and conditions of this Agreement, the software provided to the Customer by ATL will be disabled so as to prevent the automatic generation of reports. In the event that the Software is disabled in this manner, Customer should contact ATL immediately. CUSTOMER ACKNOWLEDGES AND AGREES THAT ATL SHALL NOT BE LIABLE FOR ANY LOSSES OF TIME OR DATA, OR FOR ANY OTHER DAMAGES THAT MAY RESULT IN ANY WAY FROM THE DISABLING OF THE SOFTWARE PURSUANT TO THIS SECTION.

3. SERVICES

In the performance of Services specified in this Agreement, ATL and any agent or employee of ATL, is acting as an independent contractor, and not as an employee, of Customer.

4. PROPRIETARY INFORMATION

Customer shall hold in confidence, and make reasonable efforts to ensure that its employees and agents also hold in confidence all technical, business or financial information of ATL and shall not disclose such information except upon written authorization of ATL.

5. PAYMENT AND SHIPMENT

Invoices shall be due and payable prior to the date of installation in accordance to the terms stated in this Agreement, unless otherwise specified by ATL. Amounts unpaid when due shall accrue late charges of 1.5% per month or, if lower, the maximum rate allowed by law. All shipments shall be FOB ATL's place of business, and all shipping charges and insurance costs will be paid by the Customer. ATL shall have a security interest in any Equipment purchased hereunder until payment in full and Customer will cooperate fully in further evidencing and perfecting such interest. All delivery dates specified by ATL are estimates only and shall not be binding. Equipment modified by ATL to meet safety concerns or government standards shall be deemed conforming.

6. WARRANTIES AND LIABILITY

(a) ATL warrants that the Software media and associated documentation shall be free from defects in materials and workmanship for a period of ninety (90) days following date of delivery of such items (the "Warranty Period"). ATL agrees to replace or repair any such media or documentation which is found defective during the Warranty Period provided Customer notifies ATL during the Warranty Period or within ten (10) days thereafter.

(b) ATL does not, however, warrant that (i) operation of the software shall be uninterrupted or error-free, or (ii) Software functions shall operate in all combinations selected by Customer.

(c) THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) FOR THE EQUIPMENT, SOFTWARE OR SERVICES, NO THIRD PARTY SUPPLIER OF SOFTWARE WARRANTS THE SOFTWARE OR ASSUME ANY LIABILITY FOR ANY DAMAGES SUFFERED OR INCURRED BY CUSTOMER.

(d) IN NO EVENT WILL ATL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR DAMAGES IN EXCESS OF THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

7. MISCELLANEOUS

(a) ATL agrees to use reasonable commercial efforts to provide Equipment, Software and Services described in this Agreement, provided, however, ATL is not responsible for the success or failure of the application performed by, or the conclusions drawn from, the use of the Equipment, Software, or Services by the Customer or any other party. Under no circumstances shall ATL be required to provide any Equipment, Software or Services creating or having functionality not expressly described in writing(s) provided by Customer to ATL prior to the effective date of this Agreement or any relevant Amendment thereto.

Signature _____ Print Name _____ Date _____

(b) ATL agrees to provide problem reporting procedures to Customer for reporting Software "bugs", malfunctions, programming errors and

related problems. Upon notification of any "bug" in the Software pursuant to the procedures set forth by ATL, ATL will investigate and if able to verify and reproduce the bug, use reasonable commercial efforts to correct such "bug" or create a work around.

(c) Subject to Section 6(b) above, ATL shall indemnify Customer against costs and damages arising from claims of infringement of any U.S. patent or copyright resulting from the use of Software within the scope of the license, provided ATL is (i) promptly notified of all such claims; (ii) given sole control of any litigation or settlement, and provided further that the Customer shall provide all available assistance to enable ATL to defend or settle any such claims or proceedings. The foregoing obligation of ATL does not apply with respect to Software: (A) not developed and produced by ATL; (B) made in whole or in part in accordance to Customer's specifications; (C) which was modified by a party other than ATL after shipment by ATL; (D) combined with other products where the alleged infringement relates to such combination or otherwise would not have occurred but for the combination; or (E) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would avoid the alleged infringement. Customer will indemnify ATL for any liability, cost, expense and attorney's fees incurred in connection with a claim for infringement with respect to software, products or equipment: (F) not developed and produced by ATL; (G) made in whole or part in accordance to Customer's specifications; (H) which, if provided by ATL, was thereafter modified by a party other than ATL; (I) that combines ATL products with other products where the alleged infringement relates to such combination or otherwise would not have occurred but for the combination; or (J) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would avoid the alleged infringement.

(d) Customer agrees to comply with all applicable regulations of the U.S. Department of Commerce and the U.S. Export Administration with respect to the Equipment and Software

(e) The rights or obligations stated herein shall not be assignable or transferable in whole or in part by Customer without the prior written consent of ATL, and any attempt to do so shall be null and void.

(f) ATL may terminate this Agreement and all licenses and rights granted hereunder if Customer fails to comply with any term or condition stated herein.

(g) In the event any legal action is initiated to enforce any provision of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs incurred in connection with such action. State of Alabama law shall govern this agreement and sole venues for any action arising out of or relating to this agreement.

(h) These terms may be waived or amended only by a writing signed by the parties. Failure or delay in asserting a claim hereunder shall not be deemed a waiver thereof and no waiver with respect to a particular instance shall be deemed to waive generally the applicable right. Section headings are for convenience only and shall not affect interpretation. Notices shall be in writing, and sent by registered or certified mail.

Signature _____ Print Name _____ Date _____

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

Aug-10-2010-735

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department for the disposal and/or transfer of the following equipment, be and hereby is approved

DISPOSALS:

COMMISSIONER BETTYE FINE COLLINS - DISTRICT IV:

12000000409	DESK	OBSOLETE/NO LONGER IN DEPT
12000000417	4DRAWER LATERAL FILE	OBSOLETE/NO LONGER IN DEPT
12000000419	DESK (213A)	OBSOLETE/NO LONGER IN DEPT
12000000478	4DRAWER LATERAL FILE	OBSOLETE/NO LONGER IN DEPT
12000000479	4DRAWER LATERAL FILE	OBSOLETE/NO LONGER IN DEPT
12000000480	4DRAWERLATERAL FILE	OBSOLETE/NO LONGER IN DEPT
12000000664	DESK RETURN EXECUTIVE	OBSOLETE/NO LONGER IN DEPT
14000000029	SAVIN 4051SP COPIER	OBSOLETE/NO LONGER IN DEPT
14000000701	COMPUTERS	OBSOLETE/NO LONGER IN DEPT
1400002275	DELL PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPT
14000002549	XEROX COPIER	OBSOLETE/NO LONGER IN DEPT
14000003511	DELL GX280 MINI TOWER COMPUTER	OBSOLETE/NO LONGER IN DEPT

14000003885	DELL OPTIPLEX COMPUTER	OBSOLETE/NO LONGER IN DEPT
<u>TRANSFERS:</u>		<u>FROM:</u> <u>TO:</u>
12000002400	1916 AFFINITY HUNTER SOFA	1004 2401 GENERAL SVCS STORAGE
16000003552	DESK DP EXEC. WOOD	1004 2401 GENERAL SVCS STORAGE

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot, Bowman, Collins and Humphries.

Aug-10-2010-736

WHEREAS, the polling location of Canaan Baptist Church (Precinct 5601), located at 2543 Morgan Road SE, Birmingham, AL 35022, is no longer available; and

WHEREAS, Morgan United Methodist Church, located at 2701 Morgan Road SE, Birmingham, Alabama 35022, has enough space and parking to accommodate voters until a permanent location is found; and

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

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to temporarily move the polling location of Canaan Baptist Church to Morgan United Methodist Church, be and hereby is approved.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot, Bowman, Collins and Humphries.

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 150' of fiber cable along Morgan Drive in the Rocky Ridge Road area.
2. AT&T to install 2,300' of directional bore to install cable along Sardis Road at Doss Hollow Road to 165 Overpass in the Morris and Kimberly area.
3. AT&T to install 849' of cable and service wires from 2108 to 2122 Greendale Cir in the Willow Glenn Subdivision in the Clay/Chalkville area.
4. AT&T to install 1,743' of buried cable at 5751 Pocahontas Road in the Loveless Park area.
5. Alabama Gas to install 950' of gas line from Embry Road to Plant Road in the North Smithfield area.

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the Utility Permits be approved. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

Aug-10-2010-737

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by:	E. Wayne Sullivan, P.E. Director/County Engineer
Department:	Roads & Transportation
Date:	July 30, 2010
Purpose:	Payment to Judge of Probate - Bessemer - Cost Bill
	Case No. 44003 01 in the matter of CONDEMNATION
	<u>Jefferson County v. James Cates, et. al.</u> Tract No. 70 Project No. STPBH-7002(600)
	Morgan Road Widening (Award \$1,300 and Court Costs \$1,578) Total \$2,878
Price:	\$2,878.00
Pay to the order of:	Judge of Probate

Mailing Address: Probate Ct.
Bessemer, AL 35020

Fund #4022000000
Bus. Area #5100
GL Object #515710
Fund Center #5100000000
WBS #C.981.D
Functional Area: THR0
Check Delivery Code: 84

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye"
Smoot, Bowman, Carns, Collins and Humphries.

Aug-10-2010-738

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 30, 2010
Purpose: Pay Verna L. Bullock Moving Cost Reimbursement for Tract 15.001T
Project No. STPBH-7002(600) Morgan Road Widening Project
Site Address: 3033 Morgan Road, Bessemer, AL 35022 Agent - Alan K. Dodd
Price: \$6,890.00
Pay to the order of: Verna L. Bullock
Mailing Address: 5976 Eastern Valley Road
McCalla, AL 35111

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area THR0
Check Delivery Code #84

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye"
Smoot, Bowman, Carns, Collins and Humphries.

Aug-10-2010-739

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO SCRAP YARD

WHEREAS, the County Fleet Manager has determined and the following list of retired rolling stock and/or miscellaneous equipment to be surplus, all salvageable parts have been used, and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County assets are hereby declared surplus property, removed from the fixed assets inventory and disposed of via sale to a local scrap yard.

VEHICLE#	VIN#	DESCRIPTION	ASSET NO.
A981590	1FAFP52U8WA179366	SEDAN 4 DR TAURUS 98	981191
A006021	2FAFP71 W4YX13322I	SEDAN 4 DR CV 00	001565

A011593	2G1WF55K719173238	SEDAN 4 DR IMPALA 01	010278
A031557	2FAHP71W43X188642	SEDAN 4 DR CV G/W 03	030933
B971308	1FTDX17W2VKC37128	PU 6K F150 97	970458
B973107	3B7HF13Y3VG794648	PU 6K 4X4 1500 97	970775
B013117	1FTRX18WXINB33578	PU 6K 4X4 F150 XCAB O1	010908

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

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

Aug-10-2010-740

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT

AND AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA INTERNET AUCTION, GOV-DEALS.COM

WHEREAS, the County Fleet Manager has determined and the following list of retired rolling stock to be surplus and of no further use to the County, and

WHEREAS, the County Purchasing Agent has received various other County assets retired from user departments.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following list of County assets is hereby declared surplus property, removed from the fixed assets inventory and disposed of via GOV DEALS.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Purchasing Agent is authorized to dispose of the following list of County assets.

VEHICLE#	VIN#	DESCRIPTION	ASSET NO.
A943203	1FMEU15HXRLB54804	SUV AT 4 BRONCO 94	A943203
A953103	1GNCG26K8SJ378789	SUV SUBURBAN TR20906	A953103
A983004	1FAFP52U5WA161682	SEDAN 4 DR TAURUS	980128
A998101	1FAFP53U6XA174893	SEDAN 4 DR TAURUS	990266
B119	20JGG35K4H4501583	VAN PASS 87	B119
8971314	1FTDX17W4VKC37132	PU 6K F150 97	970457
B973010	3B7HF13Y6VG768626	PU 6K 4X41500 97	970430
8973118	1FTEF2764VNC95284	PU 8K F250 97	970868
B993121	1B7HC16Y6XS14101	PU 6K 1500 99	000179
B003207	1GTOC29FXYP494918	PU 8K 2500 00	001925
B013217	1B7HC16YX1S268525	PU 6K 1500 01	011062
C943204	1GCFC24H2RZ275522	TRUCK 8K SVS	C943204

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

Aug-10-2010-741

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 BOBBY G. HUMPHRYES as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Professional Services Agreement with ESI Acquisition, Inc. to provide WebEOC software support services beginning April 1, 2010 and ending May 31, 2011 in the amount of \$16,700.

CONTRACT NO. 233-08

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st June, 2010, by and between Jefferson County Alabama, hereinafter called . "the County", and

EST requisition, Inc called "the Contractor". The effective date of this agreement shall be June 1, 2010

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

WHEREAS, the Contractor desires to furnish said professional 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: Thus contract results from Jefferson County's Request for Bid No. 233-08 The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. See attached Bid; the response AND document quote number Q13836 from ESI ACQUISITION, INC. constitutes essential components of this Contract and is adopted herein by reference. Those three components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services are as follows

DESCRIPTION	UNIT PRICE	ANNUAL PRICE
WebEOC Professional, V7 Software Support, Silver Product SS-CIMS7-PRS Contract Period: 6/1/2414 - 5131/2011	\$ 9,000.00	\$ 9,000.00
WebEOC Redundant Server Software Support Product SS-CIMS7-ADL Contract Period: 6/1/2010-5/31/2011	\$ 800.00	\$ 800.00
WebEOC Mapper Professional Software Support Product SS-CIMS7-MPR-TXI Contract Period: 6/1/2014 - 5/31/2011	\$ 3,900.00	\$ 3,900.00
WebEOC Resource Manager Software Support Product SS-CIMS7-RMB Contract Period: 6/1/2010 - 5/31/2011	\$3,000.00	\$ 3,000.00
Grand Total		\$16,700.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render professional services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on May 31, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the annual software maintenance and support a sum of \$ 16,700.00; payment terms are Net 30.
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In .the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requireme in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, 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.
7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. 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.
9. . NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. 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.

12. 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.

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

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

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

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

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

EMERGENCY MANAGEMENT AGENCY

Allen W. Kniphfer, Coordinator

ESI ACQUISITION, INC.

EMERGENCY MANAGEMENT COUNCIL

Lawrence T. Oden, Chairman.

EMERGENCY MANAGEMENT COUNCIL

Bobby Humphryes, Vice-Chairman

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphryes.

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 BOBBY G. HUMPHRYES as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Subscription Agreement with WARN, LLC for subscription renewal of the Jefferson County Wide Area Rapid Notification System in the amount of \$138,800 for a one year period.

W.A.R.N. Subscription Agreement

1. IDENTIFICATION This Agreement dated January 1, 2010, between W.A.R.N., LLC (WARN), a Limited Liability Company in the State of Tennessee, and Jefferson County Alabama Emergency Management Agency (Customer), 709 North 19th Street, Birmingham, AL 35203 provides for the system software application and related services as described in Exhibit A ("Services"). (Exhibits on file in the Minute Clerk's office)

2. TERM OF AGREEMENT The Term of service for this Agreement is three years, which will extend from the date of the Agreement above, for 36 consecutive months ("Term"). This Agreement may be renewed at the end of the Term by agreement of both parties.

3. SUBSCRIPTION/TRAINING/SUPPORT This Subscription Agreement provides to the Customer the following, based on the payment of the itemized and applicable Fee Schedule contained in Exhibit A:

A. SUBSCRIPTION GRANT During the Term of this Agreement and subject to the terms and conditions of this Agreement, WARN grants Customer a nonexclusive, nontransferable non-sub licensable, limited subscription to access and use the Services listed in Exhibit A to be used by public safety agencies in Jefferson County Alabama.

Customer acknowledges that WARN and their affiliates, partners, third-party vendors or service providers ("Service Providers") retain all right, title and interest in and to the original, and any copies, of Services. Without limiting the generality of the foregoing, Customer agrees not to itself and shall not allow any third party to (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Services or any portion thereof, (ii) sub-license, assign, transfer, rent or sell use of Services, whether as a service bureau or otherwise, (iii) remove any product identification, copyright or other notices, or (iv) except as specified in the applicable user documentation, modify or incorporate the Services into or with other software.

Breach of such proprietary interests shall be construed as a breach of this Agreement and as a threat against such interests, and WARN or its Service Providers may take such action as either deems necessary to protect their interests or the interest of their Service Providers including, but not limited to, termination of this Agreement. Customer further warrants that it shall not disclose or dispense any proprietary information or knowledge of any of the products or services or systems of WARN or its Service Providers.

If WARN or its Service Providers are required to bring legal proceedings against Customer to protect their respective interest as described herein and should WARN or its Service Providers prevail in such proceedings, then, in addition to all other remedies, they shall be entitled to reimbursement for their reasonable attorney's fees and all costs associated with such proceedings. The Customer's obligations of this Section 3.A shall survive the execution of this Agreement, the delivery of any documents, all transactions contemplated by this Agreement, and the termination of Agreement.

Customer shall only have remote access to the Service and shall not at any time have physical access to any facility providing such Service, nor shall Customer attempt to download or gain physical access to the software underlying the Service except for any downloads that WARN may instruct Customer to make.

B. SERVICE TRAINING Customer is required to have all users of the Services complete, at a minimum, one training session on use of the Services at the Customer's offices, or designated site. Trainees are considered Authorized Users upon completion of this training; New users added to Customer's professional staff after initial Training Session(s), are required to be certified in the system and must be added to the authorized Service Support list to receive Service Support. The initial Training, and all subsequent days of Training, is based on the Fee Schedule contained in Exhibit A.

C. SERVICE SUPPORT Customer will designate, in writing, one to three people who will be Customer's primary support contacts for Service Support (the "Support Contacts"). Customer agrees that Service Support inquiries from Customer's individual Authorized Users will be directed to a Support Contact and Customer's communications with WARN for Service Support will be through the Support Contacts. After Service Training, WARN shall provide Customer support by phone or email to Customer's Support Contacts. Service Support is available 24 hours per day, seven days per week via a toll free support line. Onsite support is available on a scheduled as-is within 48 hours at customer request during normal business hours (8 am to 5 pm weekdays EST) excluding all recognized federal or state holidays and shall be offered to Customer at a rate of \$150 per hour plus travel expenses. Customer and its Authorized Users shall only contact WARN for customer support and shall not attempt to contact WARN's Service Providers unless specifically authorized by WARN.

D. PRODUCT GUARANTEE AND UPDATES WARN will perform error verification, analysis and code corrections, as necessary, to cause the Services to perform substantially in accordance with the most current documentation during the Term of the Agreement for no

charge. WARN will not be responsible for Service Support if the Services have been materially modified or altered in any way by the Customer. Customer will receive any Service enhancements and/or updated documentation as it is made available to active registered Authorized Users.

E. CHANGES TO THE NOTIFICATION SERVICES From time to time, WARN and/or its Service Providers may modify or delete any features of the Service, provided that such modifications or deletions improve or retain substantially equivalent functionality and performance of the Service. We will notify Customer in writing at least fifteen (15) days in advance of any such changes to the Service. Notwithstanding the foregoing with written notice to you, we may modify the Service, or substitute old features with new features that have similar or improved functionality, as may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands.

4. SYSTEM MONITORING We expressly reserve the right to monitor any and all use of the Services. We may gather system data for the purpose of optimizing the Notification Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency.

5. APPLICABLE FEES See Exhibit A for Fees. In the event WARN authorizes Customer to extend this subscription for use by other organizations within customer's jurisdiction, Customer's Broadcast Account will be charged for all broadcast made by such other organization unless such other organizations establishes their own Broadcast Account.

6. MINIMAL CUSTOMER NOTIFICATION ACCOUNT AND BALANCE Customer is required to maintain a Notification Account which shall be debited by WARN for actual Notification Services Transaction Fees as they are performed in accordance with the fee schedule in Exhibit B. Customer's initial Broadcast Account is based on Customer's estimated usage. Future Notification Accounts are then calculated and will be adjusted based on usage trends, which are tracked realtime in the accounting logs of the application. The Notification Account shall be maintained as further described herein. Customer acknowledges in the event this Agreement is terminated, Customer will be entitled to reimbursement of any amount held in Notification Account at the time of termination unless the termination is a result of a default by WARN. Customer further acknowledges and agrees that neither WARN nor any third-party vendor is required to segregate or escrow any amount of the Notification Account or any other amounts tendered pursuant to this agreement. Customer is required to replenish with WARN, within 30 days of being notified by WARN that Customer's Broadcast Notification is 50% depleted, sufficient funds to replenish the deposit to either: (i) the amount as described in the fee schedule, or (ii) the amount determined to be the minimum Notification Account based on actual call trends. Notwithstanding anything that appears to the contrary herein, in the event the recurring fees for the services in a given month totally deplete Customer's Notification Account balance, then WARN shall immediately notify Customer that the Customer's account has been depleted and Customer will have twenty-four (24) hours to restore the Notification Account. If Customer does not restore the Notification Account as described herein, WARN will not be required to provide further broadcast services for Customer until such Notification Account has been restored.

7. PAYMENT Customer's Services and associated cost covered by this agreement are as follows:

The total fee for selected services is anticipated at \$ 416,400 and includes the Initial Notification Account. Customer agrees to:
(X) pay \$ 138,800 for year one and upon renewal \$138,800 for each of year two and year three.

The payment will be made prior to customer training and payment for year two and three is due on the anniversary date of the agreement in section 1 above.

The Notification Account replenishment is not included and will be paid per the terms in Section 6 above.

8. TAXES Customer agrees to pay all current and future sales, use, ad valorem transfer value-added (VAT) and other taxes and duties which are levied or imposed because of the transactions contemplated by this Agreement; excluding, however, taxes on or measured by WARN's net income (collectively, "Taxes"). Customer agrees to promptly reimburse WARN for any Taxes paid by it on Customer's behalf. To the extent Customer is exempt from any such Taxes this provision shall not apply.

9. PROFESSIONAL RESPONSE WARN agrees to acknowledge and respond to oral or written requests from the Customer to provide assistance in identifying and detecting problems, errors, or malfunctions arising in connection with the Customer's Use of WARN's service or systems. To assist WARN in implementing this agreement, the Customer shall confirm in writing an oral request for specific assistance within 48 hours after oral request is made. The Customer shall furnish to WARN adequate supporting documentation and any details available to substantiate and assist WARN in the identification and detection of problems, errors, and malfunctions, arising from the Customer's use of the software, hardware, and related infrastructure collectively used by WARN and/or its Service Providers to provide the Services, including any Installed Components, and which may include third-party components ("System (s)").

10. CUSTOMER'S OBLIGATION

A. As part of the Service, WARN is providing access to the System to send notifications to multiple destinations. While WARN is providing access to the System to send notifications, it is Customer's responsibility to specify the content and destination for the messages to be delivered through the Services. Therefore, upon signing this Agreement, Customer shall be responsible for:

(a) delivering on an ongoing and as needed basis to WARN and/or its Service Providers the necessary Content needed to populate the Customer's account; and

(b) loading and populating such Customer Content into those portions of the Database of the Service allocated to Customer;

(WARN will upload the initial Customer data); and

(c) providing the destination, message content, and message delivery timing.

For the avoidance of doubt, Customer must export its Data Lists from its servers to the Database. Unless expressly set forth in this Subscription Agreement, Customer shall be solely responsible for creating, providing and implementing the Data Lists. Customer is responsible for establishing and maintaining the Prerequisite Environment, its own internal network security, access levels for Authorized Users and an Internet connection for communicating with WARN's and/or their service provider's web servers. Customer acknowledges that all content, data, text, messages and other material contained in a Notification (the "Content") are the sole responsibility of the Customer. Customer is solely responsible for the integrity and quality of the Content. Customer is allowed to send Short Message Service ("SMS") in text format only. No binary SMS messaging is allowed.

B. Customer will not send any Notifications to a recipient unless (i) (a) the recipient of the message is an employee of Customer sending the message (b) is using a device owned or paid for by the Customer sending the message (c) using a personal device and the Recipient has given the Customer sending the message permission to communicate with them via the device or (d) Customer has obtained such recipient's "opt-in" consent. (ii) Customer must provide recipients with a simple mechanism for opting out of receiving messages, including information on how to "opt-out", and shall regularly monitor its email and phone account for, and promptly comply with, such request and update their Data List on a timely schedule. At a minimum, Customer must provide recipients with the ability to opt-out of receiving messages from the Initiator sending the Notification by sending a Notification to the Recipient with "unsubscribe" in the text. (iii) Customer represents and warrants that it will use the Services in accordance with this Agreement. (iv) Customer has determined that the phone numbers to be called exclude emergency numbers and other numbers that may not be called using an automated system under applicable law. (v) By way of example, and not as limitation, Customer agrees to (a) comply with all federal, state and local laws, including but not limited to, the Fair Debt Collection Practices Act, Federal Trade Commission or any other federal or state regulatory authority (vi) and that Customer will not: (a) violate any regulation of the U.S. Securities and Exchange Commission or any stock exchange, infringe one another's rights in intellectual property, is invasive of another's right to privacy, or violate any privacy laws, privacy policies of Customer or any other third parties or do anything that would justify a complaint to the Federal Communications Commission; (b) create or facilitate any illegal, unethical, deceptive or misleading practices in connection with the use of the Services, including but not limited to, creating a false identity or forged email, phone or message header or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; (c) use the Service in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); (d) provide, or knowingly allow any third parties to provide, content or other material to be transmitted in connection with or through the Services which is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, or illegal activities; transmit any material that contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment; or (e) violate any law, statute, ordinance or regulation, (including without limitation the laws and regulations governing export control). WARN ACKNOWLEDGES THAT TO THE EXTENT WARN'S AUTHORIZED USERS ARE GOVERNMENTAL ENTITIES OR PRIVATE ENTITIES UTILIZING THE SERVICES FOR NOTIFICATIONS TO ITS EMPLOYEES, CERTAIN PROVISIONS OF THIS PARAGRAPH 10.13 MAY NOT BE APPLICABLE.

11. PASSWORD SECURITY WARN will generate accounts and passwords to Authorized Users. Customer agrees to maintain all security regarding their account ID, password, and connectivity with the Service. Customer is responsible for all Notifications transmitted through the Service. If Customer's account ID or password are stolen, or otherwise compromised, and used for malicious purposes, Customer is responsible for all Notifications sent using the stolen account information. Customer is obligated to immediately contact WARN to have such account ID or passwords changed to prevent continued malicious use of the Customer account. WARN may temporarily disable access to the Service if Customer reports unauthorized use of the Service, if passwords are revealed to unauthorized users, or Customer fails to safeguard its account and passwords.

12. ASSIGNMENT Except as expressly provided herein, neither this Agreement, the limited subscription granted herein, nor any Services nor any rights granted by this Agreement to the Customer shall be assigned, transferred or otherwise disposed of by the Customer, in whole or in part, without the prior written consent of WARN, which may be withheld in WARN's sole discretion. WARN may assign this agreement or all or part of its obligations herein.

13. TELECOMMUNICATIONS CARRIER AGREEMENTS Since the service provided depends on the service agreements with national and international telecommunications carriers, this Agreement is subject to those service agreements.

14. LIMITATION OF LIABILITY AND LIMITED WARRANTIES NEITHER WARN OR ITS SERVICE PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH POTENTIAL DAMAGES.

Each Party acknowledges and accepts the reasonableness of the foregoing disclaimer and limitations of liability. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either Party against the other. For purposes of this Section, all references to WARN and Customer include their respective Affiliates, Authorized Users, end recipients, agents, officers, directors, shareholders, employees, and Service Providers.

Because of the difficulty in ascertaining damages or even the true cause of such damages, it is agreed that WARN's and/or its service provider's liability to the Customer for any losses or damages, whether direct or indirect arising out of this Agreement, shall in no case exceed the first year subscription fees or in the case of multi-year agreements, an amount equal to the Total Fees divided by the Term of service as described in Section 2 above..

15. NO OTHER WARRANTY EXCEPT FOR THE EXPRESS WARRANTIES AND UNDERTAKINGS SET FORTH HEREIN, CUSTOMER'S USE OF THE SERVICES AND TECHNOLOGY IS AT ITS OWN RISK. WARN, ON BEHALF OF ITSELF OR THEIR SERVICE PROVIDERS AND SUBCONTRACTORS, IF ANY, DOES NOT MAKE AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER WARN NOR ITS SERVICE PROVIDERS REPRESENTS OR WARRANTS THAT THE SERVICES OR TECHNOLOGIES WILL BE SECURE, ERROR FREE, VIRUS FREE, WITHOUT INTERRUPTION, OR WILL WORK ON ALL DEVICES OR WITH ALL COMMUNICATION PROTOCOLS.

The Customer fully understands and thereby acknowledges that the performance of the Services and its delivery attributes, in whole or in part, are solely based on the total performance of telephone providers and telephony devices, circuits, switches and networks which are owned or operated by third parties; connections, hubs, interchanges and routers which have their own performance variables; and all of which may, at any time, be unavailable or overburdened by national or local or rural phone system network traffic. Further, the Customer acknowledges and understands that any single device, pager, beeper, cellular, wired, networked or otherwise, may fail at the end recipient level, may be unplugged or low on battery or in an area of signal interference, or subject to other obstruction, or lack of service. Therefore the Customer consents that the system will deliver as many contacts as rapidly as these known impediments will allow. This section shall supersede any paragraph or any section of this Agreement that may be deemed inconsistent with it.

16. TERMINATION Either party may terminate this agreement if the other party materially breaches this agreement and fails to cure such breach within 15 days after receipt of written notice from the non-defaulting party specifying the nature of the breach. Any nonpayment of any amount due herein shall constitute a material breach. WARN shall have the right to immediately suspend the services as defined herein if deemed reasonably necessary to prevent any harm to WARN, and/or its Service Providers. Upon any such termination all monetary amounts due through the termination date shall immediately be due and payable and the limited subscription to customer shall be deemed terminated. The Parties agree that a material breach of this Agreement adversely affecting WARN, or WARN's licensors' or suppliers', proprietary rights in the System would cause irreparable injury to WARN, and possibly WARN's licensors and suppliers, for which monetary damages alone would not be an adequate remedy and that WARN shall (without needing to post any bond or other security) be entitled to temporary, preliminary and permanent equitable relief in addition to any remedies it may have hereunder or at law.

17. CONTENT Customer hereby grants to WARN a nonexclusive, worldwide subscription, to use, reproduce, create derivative works from, display, store and broadcast Customer Content as reasonably necessary to populate the Database, operate the Service, build Service pages for access and in relation to use by Authorized Users, and to make backup copies thereof in accordance with this Agreement.

Under no circumstances will WARN or any of their licensors or suppliers be responsible for any loss, damage or liability arising out of the Content of any Notification, including any mistakes contained in the Content or the use or transmission of the Content.

18. OWNERSHIP Except for the rights expressly granted herein, this Agreement does not transfer to Customer any WARN Technology or the technology of its Service Providers, and all right, title and interest in and to WARN Technology will remain solely with WARN and its Service Providers. Except for the rights expressly granted herein, this Agreement does not transfer from Customer to WARN any Customer Content, and all right, title and interest in and to Customer Content will remain solely with Customer. There are no (and each party expressly disclaims granting any) implied subscriptions.

19. LATE PAYMENTS Any payment, or portion thereof, not received within one (1) day of the due date may, in WARN's sole discretion, accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower.

20. COMPLIANCE WITH LAWS AND TERMS OF SERVICE Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. Customer will comply at all times with all applicable laws, rules and regulations, and this Agreement. Customer acknowledges that WARN exercises no control whatsoever over the content of the information passing through WARN's or its Service Providers URL and that it is the sole responsibility of Customer to ensure that the information it and its Authorized Users transmit and receive complies with all applicable laws, rules and regulations and the terms of service.

21. PREREQUISITE ENVIRONMENT, ACCESS AND SECURITY Customer acknowledges that in order to properly utilize the Services it must possess and maintain at least the Prerequisite Environment.

(i) For running the Service:

Minimum: P2300 with 128MB Ram, Windows 98 or 2000

Recommended: P3500 with 256MB ram, Windows 2000 Professional (ii) For accessing Services over the Internet:

Required: Internet Explorer 5.0 or above (with all Microsoft updates and Service Packs installed) with JavaScript and cookie support enabled.

Required: Internet connection with 56k connection at the very minimum. Access thru default http Port 80.

Recommended 384k DSL, T1, or higher speed connection.

22. NETWORK ABUSE Customer will insure that Customer and its Authorized Users do not abuse WARN's and its Service Providers network in any manner, including, but not limited to, the transmission of Spam to email addresses. Customer understands that WARN and/or its Service Providers deploy an abuse interface to track and control reported violations of network abuse, including Spam. WARN will notify Customer of any reported abuse or violation by an Authorized User. Customer understands and agrees that WARN may terminate the abusing Authorized User's access. CUSTOMER UNDERSTANDS AND AGREES THAT IN THE EVENT THAT WARN OR ITS NETWORK SERVICE PROVIDERS DETERMINE THAT CUSTOMER AND/OR ITS AUTHORIZED USERS ARE REPEATEDLY AND/OR MATERIALLY ABUSING WARN'S AND ITS SERVICE PROVIDERS NETWORK, WARN IS ENTITLED TO TERMINATE, WITHOUT COST OR LIABILITY, CUSTOMER'S AND ALL OF ITS AUTHORIZED USERS ACCESS TO THE SERVICE IMMEDIATELY UPON NOTIFICATION, UNTIL SUCH TIME THAT WARN, IN ITS SOLE JUDGMENT, DETERMINES THAT FURTHER ABUSE IS NO LONGER A THREAT TO WARN'S AND ITS SERVICE PROVIDERS NETWORK SERVICES. Customer expressly agrees that WARN shall not be liable to Customer or any third party for any action WARN takes to remove or restrict access to obscene, indecent or offensive content passing through Customer's URL, nor for any action taken to restrict access to material made available in violation of any law, regulation or rights of a third party, including but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy.

23. WAIVER The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the Party waiving compliance. Except as otherwise provided for herein, neither Party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

24. NOTICES Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified in the signature page or such other addresses as may be specified by written notice, and will be considered given either: (i) twenty-four hours after being delivered by facsimile or email, so long as duplicate notification is sent via regular U.S. Mail or overnight delivery; (ii) when delivered in person to the recipient named on the signature page; (iii) when sent by either registered or certified U.S. Mail, return receipt requested, postage prepaid on the date of delivery indicated by the US Postal Service; or (iv) when delivered by an overnight courier service on the date indicated by the courier service.

25. FORCE MAJEURE/SYSTEM MAINTENANCE Neither Party shall be liable to the other for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by a Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention restriction or interference until the cessation of such Force Majeure Event. WARN will use all commercially reasonable efforts during the Term of this Agreement to minimize any Service interruptions that might occur as a result of planned system maintenance.

26. SEVERABILITY If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

27. GOVERNING LAW/VENUE The Agreement shall be governed by and in accordance with the laws of the State of Tennessee, except to the extent any explicit statutory or constitutional provisions under the laws or constitution of the Customer's state, which pertain to governmental entities specifically provides otherwise. In relation to any legal action or proceedings each of the parties irrevocably submits to the jurisdiction of the Tennessee courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

In the event of any litigation between the parties, the prevailing party shall be entitled to recovery of its costs and reasonable attorney's fees.

28. HEADINGS The headings or titles of the Paragraphs in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used as an aid in the construction of any provision hereof.

29. AMOUNTS All amounts referred to herein or otherwise payable pursuant to any term of this Agreement shall be paid or rendered in United States of America Dollars.

30. COUNTERPARTS This Agreement may be executed in one or more counterparts, and each shall constitute a single document.

31. NO THIRD PARTY BENEFICIARIES WARN and Customer agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

32. U.S. GOVERNMENT END USERS As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. You will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

33. AUDIT We shall have the right (at our own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to conduct or have a third party auditor conduct an inspection of the compliance by you (including any other persons or entities that are permitted to use or access the Notification Services) of this Agreement. You will, and shall cause any others, to cooperate in good faith with such audit activities. In the event an audit uncovers a breach of this Agreement, you agree to pay us any amount owed as shown by such audit within ten (10) days of receipt of notice of the results of such audit and the costs of such audit.

34. FINAL AGREEMENT This Agreement supersedes all Agreements and understandings between WARN and the Customer and shall not be changed orally. No change or attempted waiver of any provision shall be binding unless expressed in writing and signed by the party against whom the same is sought to be enforced. Customer acknowledges t it may be required to become a party to third party provider separate subscriptions agreements, in conjunction with the services to be provided.

AGREEMENT ACCEPTANCE AND PAYMENT INFORMATION Subscription Agreements may be signed and faxed to: 615-451-4413. Payment for all services tendered under this Agreement, are due and made payable to:

W.A.R.N., LLC
695 Nashville Pike, #165
Gallatin, Tennessee 37066
Telephone 615-451-4446
Facsimile 615-451-4413

SIGNATURE

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

Authorized for The Customer:

ALLEN W. KNIPFER, COORDINATOR

LAWRENCE T. ODEN, CHAIRMAN, EMERGENCY MANAGEMENT COUNCIL

BOBBY G. HUMPHRYES, VICE CHAIRMAN, EMERGENCY MANAGEMENT COUNCIL

Authorized by W.A.R.N., LLC:

Donald B. Griffis, President

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphryes.

Aug-10-2010-743

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Breach of Contract claim of Jefferson County Committee for Economic Opportunity. (JCCEO) be denied.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Humphryes, Smoot, Bowman, Carns and Collins.

Aug-10-2010-744

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Johnny Weekley in a lump sum payment of Twenty-Four Hundred Twenty and 00/100 (\$24,420.00) Dollars and weekly payments of One Hundred Eighty-Seven and 00/100 (\$187.00) for no more than one hundred fifty-six (156) weeks.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Humphryes, Smoot, Bowman, Carns and Collins.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and National Veterans Day in Birmingham. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and National Veterans Day in Birmingham (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes the focus of national and local attentions upon people and organizations in Jefferson County results in positive advertisement and promotion of County resources; and

WHEREAS, participation of the National Veterans Day Organization in the Veterans Day ceremonies provide appropriate recognition to Jefferson County veterans and a positive image of the State of Alabama, County of Jefferson and the City of Birmingham to the United States of America; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$2,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for the National Veterans Day parade and celebration.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.

7. Contractee and the Contractee 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 Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

National Veterans Day in Birmingham

William M. Voigt, President

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Jefferson County Board of Education. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Board of Education (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that children are valuable resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$2,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for fencing and double gate at McAdory High School athletic field.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.

7. Contractee and the Contractee 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 Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

Aug-10-2010-747

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Morris. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), City of Morris and (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to make repairs to the City Hall.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee 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 Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Morris

Carl Drummond, Mayor

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Jefferson County Board of Education. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Board of Education (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that children are valuable resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$6,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to replace the drapes in the boys' gym at Erwin High School.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.

7. Contractee and the Contractee 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 Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

Aug-10-2010-749

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Sylvan Springs. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Sylvan Springs (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010 upon completion and execution of this contract..
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to construct tennis courts and basketball goals at the park facility.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee 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 Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Sylvan Springs

Dr. Stevan H. Parsons, Mayor

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

Aug-10-2010-750

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Accounting Services Contract and Addendum to Accounting Services Contract between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC to provide professional financial services (audit of year ended September 30, 2008).

ACCOUNTING SERVICES CONTRACT

August 10, 2010

THIS AGREEMENT entered into this 10th day of August 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and Warren, Averett, Kimbrough & Marino, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be August 10, 2010.

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

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 159-10, dated June 16, 2010, the terms of which are included herein by reference. The Contractor shall perform all necessary professional financial services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner accounting audits as described below:
 - a. An audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit(s), each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the Jefferson County Commission as of and for the year ended September 30, 2008.
 - b. Services shall include sufficient examination of underlying data to conclude that footnote information and the amounts included therein with respect to derivatives and interest swap rates are in accordance with generally accepted accounting principles and are not materially misstated in relation to the financial statements as a whole. Contractor will be given a work product from the swap consultant to help with their review.
 - c. A Single Audit of the Jefferson County Commission's federal grant programs for the year ended September 30, 2008.
3. **ADJUNCT PROJECTS:** The Commission anticipates that services in addition to those discussed in section 2 may be requested from time-to-time from the Contractor to provide analyses, information gathering or other agreed-upon procedures. Such requests for services, upon approval by the Finance Committee of the Jefferson County Commission and acceptance by the Contractor, will be billed at the hourly rates itemized in Section 5.c. Progress billings for such services will be in accordance with section 5.
4. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional financial accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until December 31, 2011. The parties may extend the term of this agreement by mutual agreement if required for completion of services.
5. **COMPENSATION:** The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided, the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

ACCOUNTING SERVICE	COST PROPOSAL
(a) Audit of the Commission's financial accounts for the year ended 9/30/08	Estimated Hours - 3,725 Estimated Fees - \$505,000
(b) Single Audit of the Commission's federal grant programs for the year ended 9/30/08 (assumes 5 programs, each additional program \$22,000)	Estimated Hours - 800 Estimated Fees - \$120,000
(c) Hourly rates by position are as follows:	
POSITION	HOURLY RATES
Member	\$ 200 - 290
Senior Manager/Manager	\$165 - 195
Supervisor	\$130 - 160
Senior Accountant	\$110 - 130
Staff Accountant	\$105

A 10% payment of approximately \$62,500 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 1st

and the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 30 days of invoice date.

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

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

7. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor acknowledges that it is required to agree to and comply with AO 08-4 regarding equal opportunity practices. A copy of the AO is attached hereto.

8. 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.

9. TERMINATION OF CONTRACT: This contract, with regard to the audit of the September 30, 2010 financial statements, may be terminated by the County with a thirty (30) day written notice to the Contractor if the County engages the State of Alabama Department of Examiners of Public Accounts to perform that audit. 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.

10. 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.

11. 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.

12. 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.

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

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

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

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

CONTRACTOR
Carol L. Phillips, CPA

Warren, Averett, Kimbrough & Marino, LLC

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

ADDENDUM TO ACCOUNTING SERVICES CONTRACT

AUGUST 10, 2010

1. **ENGAGEMENT:** Warren, Averett, Kimbrough & Marino, LLC and its affiliates ("Warren Averett") are pleased to confirm our understanding of the audit services we are to provide for Jefferson County, Alabama ("the County"). This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. A separate addendum will address the Single Audit and the communications required by Government Auditing Standards issued by the Comptroller General of the United States of America.

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

2. **SERVICES PROVIDED:** We will perform auditing services as described in paragraphs 2a., 2b., and 2c. of the Accounting Services Contract.

The objective of our audits is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audits will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audits or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. Our procedures will include tests of the documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and banks. We will request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

Our audits will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you internal control related matters that are required to be communicated under professional standards. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with U.S. generally accepted accounting principles. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee any other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators or others. Management is also responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing in a timely manner.

3. **REQUESTS FOR ASSISTANCE:** With regard to the audit of the financial statements of the Commission for the year ended September 30, 2008, we will request assistance from County employees on a regular basis to provide supporting documentation, analyses, and other explanations or support for accounting entries or account balances. All such requests will be documented by us with reasonable response dates assigned. Such open request lists will be reviewed periodically (at least weekly) with the Chief Financial Officer and Assistant Finance Director. Complete, accurate, and timely responses to all of our requests for assistance have a direct effect on our ability to complete

the audit within timelines stated in this document. We will notify the Chief Financial Officer, Assistant Finance Director, and the Chairperson of the Commission's Finance Committee, in writing, at any point in time when the failure of County employees to provide complete, accurate, and timely responses to our requests for assistance will delay our expected completion date per section 4 of this addendum. Such communication may result in Documented Delays as defined in section 4.

4. **COMPLETION OF FINANCIAL STATEMENT AUDIT:** With regard to the financial statement audit for the year ended September 30, 2008, per section 2.a. of the Accounting Services Contract, our expected date to commence audit procedures is August 16, 2010. The expected completion date to provide a draft of the audited September 30, 2008 financial statements is the end of the 15 weeks following our audit commencement date (excluding holiday weeks). For example, if we commence the audit on August 16, 2010, our expected completion date to provide a draft of the audited financial statement is December 3, 2010. Any delays in our commencement date would extend our completion date, accordingly. The latest expected completion date would be December 31, 2010.

Any delays in completion of the audit draft beyond 17 weeks (which accounts for two weeks additional time due to Thanksgiving and Christmas Holidays) of the Documented Commencement Date which are other than Documented Delays shall result in a Fee Reduction in the audit fees generated for the engagement. Documented Commencement Date is the date recorded on the Commencement Date form and signed by an authorized representative of both parties. Documented Delays are delays that are either a) caused by County personnel or b) due to circumstances beyond the control of the Firm or the County, including written notifications to the CFO as described in section 3 of the addendum. Such documented delays shall be reported on a Documented Delay form and signed by an authorized representative of both parties. Fee Reduction is a discount from the total fees generated for the engagement as enumerated in the table below.

Weeks from Documented Commencement Date	Fee Reduction
17	2.50%
19	7.50%
21+	15.00 %

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

6. **FEES:** Our fees for these services are outlined in the accompanying accounting services contract. If unusual circumstances or transactions are encountered outside the scope of the audit, we will discuss them with you in advance and agree on any additional fees before we incur any time. Other requested services will generally be billed at our standard per diem rates in effect at the time the services are performed.

7. **BILLING:** Billing terms are outlined in the accompanying accounting services contract. Invoices are due within 30 days of the invoice date. In the event that payment is not received within 45 days of the due date, the County will be assessed interest charges of 1.0 percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the County agrees that we will not be responsible for the County's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the County resulting from the County's failure to meet such deadlines.

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

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

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

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

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

13. **Governing Law/Dispute Resolution:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict

of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be carried over for one week. Voting "Aye" Smoot and Bowman. Voting "Nay" Carns, Collins and Humphryes.

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Carns, Humphryes and Collins. Voting "Nay" Bowman and Smoot.

Thereupon the Commission Meeting was adjourned to meet Tuesday, August 17, 2010, at 10:00 a.m. in Commission Chambers

President

ATTEST

Minute Clerk