

STATE OF ALABAMA)

JEFFERSON COUNTY) December 28, 2010

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

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of December 14, 2010, be approved. Voting "Aye" Stephens, Brown, Carrington and Knight.

Whereas, Nell Hunter, a graduate of Carbon Hill High School in Walker County, was appointed by Governor George Wallace to the 3-member Board of Registrars of Jefferson County in 1963; and

Whereas, In 1967, Nell Hunter was selected as Chairman of the newly created Board of Registrars in Jefferson County; and

Whereas, Nell Hunter has served over 40 years as a dedicated employee of Jefferson County and has served under 9 U. S. Presidents, 12 Alabama Governors and nearly 3 dozen County Commissioners; and

Whereas, Nell Hunter was the first Registrar in the State of Alabama to use a computerized voters list, and to use a voter registration system. Both systems were adopted by the State of Alabama; and

Whereas, the current Secretary of State, The Honorable Beth Chapman, has proclaimed Nell Hunter an Alabama legend in the election business; and

Whereas, Nell Hunter devoted her life to registering each and every person who had a wish and desire to vote and never refused anyone their precious right; and

Whereas, Nell Hunter has received numerous accolades and awards for her work and is nationally known for her pioneering efforts; and

Whereas, Nell Hunter is a loving mother and grandmother and has been a wonderful friend, colleague and mentor to many people over the course of her illustrious career.

Now, therefore, be it resolved, that the Jefferson County Commissioners do hereby express our deepest admiration, appreciation and many thanks to Nell Hunter for her distinguished career, and unselfish devotion to the citizens of Jefferson County, Alabama; and

Wherefore this Resolution is hereby adopted by the Jefferson County Commission and is subscribed and recorded in the minutes of the Jefferson County Commission on this the 28th day of December, 2010.

W. D. Carrington, President
George F. Bowman, Commissioner
Sandra Little Brown, Commissioner
T. Joe Knight, Commissioner
James A. Stephens, Commissioner

Whereas, The Jefferson County Commission wishes to honor the achievements of the citizens who have impacted our community for the better; and

Whereas, Howard T. Summerford is the son of a firefighter who chose to dedicate himself to the benevolent cause of helping others and he, himself, began his distinguished career as a volunteer firefighter in 1966; and

Whereas, Howard T. Summerford became one of the first nationally certified Emergency Medical Technicians (EMT) in 1973; and

Whereas, Howard T. Summerford has served in the Birmingham Fire Department and served as a member of the Jefferson County Sheriff's Department SWAT team; and

Whereas, Howard T. Summerford has held numerous positions as a member of the Center Point Fire Department team, achieving the rank of Captain and Battalion Chief and was instrumental in organizing the Birmingham area Heavy Rescue Team; and

Whereas, Howard T. Summerford obtained a degree in Fire Science. He has served on the Jefferson State Community College

Advisory Committee and became an adjunct instructor in the Alabama State Fire College; and,

Whereas, Howard T. Summerford became the Chief of the Center Point Fire District in January 2001 wherein he leads over 100 firefighters; and

Whereas, Chief Howard T. Summerford has served as Chairman of the 911 Advisory Board and was recently elected by his peers and colleagues to chair the newly formed E-911 Board in Jefferson County; and

Whereas, Chief Howard T. Summerford has served in numerous associations and affiliations such as; International Association of Fire Chiefs, AL Association of Fire Chiefs, Central AL Fire Chiefs Association, International Firefighters Association Local 117, Birmingham Retired Firefighters Association, Alabama Firefighters Association; and

Whereas, Chief Howard T. Summerford is a dedicated husband, father and grandfather and is indeed a man of faith who has never forgotten from where he came.

Now, therefore, be it resolved, that the Jefferson County Commission does recognize this fine man and outstanding citizen. The Commission further recognizes and appreciates the many years he has served the people of Jefferson County and look forward to his continuous service in the years to come.

Wherefore this Resolution is hereby adopted by the Jefferson County Commission and is subscribed and recorded in the minutes of the Jefferson County Commission on this the 28th day of December, 2010.

W. D. Carrington, President
George F. Bowman, Commissioner
Sandra Little Brown, Commissioner
T. Joe Knight, Commissioner
James A. Stephens, Commissioner

Motion was made by Commissioner Stephens seconded by Commissioner Knight to add an item of New Business to the agenda. Voting "Aye" Stephens, Knight, Brown and Carrington.

STAFF DEVELOPMENT

Multiple Staff Development

Emergency Management Agency - 2 participants

Duan King	Huntsville, AL	\$364.70
Annette Davis	2011 AAEM Workshop January 25-26, 2011	\$364.70

Human Resources - 2 participants

RayShon M. Williams	Birmingham, Alabama	\$100.00
Mercy Ileri	UAB Job Fair February 17, 2011	\$100.00

Probate Court - 3 participants

Alan L. King	Birmingham, Alabama	\$350.00
Sherry Friday	Alabama Probate Judges Assn. Winter Conference	\$350.00
S. J. Rhodes	January 9-12, 2011	

Individual Staff Development

Dr. Lawrence Downs	CGMH	Atlanta, Georgia	\$1,294.66
		Georgia Podiatric Medical Assn. Annual Georgia Summit	
		February 15-19, 2011	

E. Wayne Sullivan	Roads & Trans	Prattville, Alabama & Birmingham, Alabama	\$175.00
		Legislative Conference & 2010 Fall County Engineers Meeting	
		December 1-2, 2010 & November 15-16, 2010	

Ashley Lemskey	OSCS	Point Clear, Alabama & Atlanta, Georgia	\$911.92
		AARC Training & SHIP Coordinators Training	
		October 17-20, 2010 & September 20-23, 2010 (mileage only)	

Daniel McAlpine	Tax Assessor	Hoover, Alabama	\$275.00
		Advanced Mapping Course	
		January 24-28, 2011	

Motion was made by Commissioner Knight seconded by Commissioner Browns that the Staff Development be approved. Voting "Aye"

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)

WEEK OF 12/01/10 - 12/08/10

1. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM LANDAUE INCORPORATED, GLENWOOD, IL, FOR RADIATION MONITORING FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000050459
\$6,000.00 TOTAL
2. ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM GROVE PARTNERS OF BIRMINGHAM LLC D/B/A BONUS BUILDING CARE OF BIRMINGHAM, NASHVILLE, TN, TO PAY FOR PARTIAL MONTHLY PAYMENT OF JANITORIAL SERVICES. SAP PURCHASE ORDER # 2000048057 \$806.11 TOTAL REFERENCE BID # 209-10
3. JEFFERSON COUNTY SHERIFF'S DEPARTMENT - BIRMINGHAM JAIL FROM ROBINSON TEXTILES, GARDENA, CA, FOR INMATE CLOTHING. SAP PURCHASE ORDER # 2000050590 \$15,091.26 TOTAL REFERENCE BID # 177-08
4. OFFICE OF SENIOR CITIZEN SERVICES FROM US POSTAL SERVICE, BIRMINGHAM, AL, TO PURCHASE ON-CALL POSTAGE METER STAMPS. SAP PURCHASE ORDER # 2000049790 \$5,400.00 TOTAL
5. GENERAL SERVICES: ADMINISTRATION FROM H & M MECHANICAL INCORPORATED, BIRMINGHAM, AL, FOR TESTING BACK FLOW PREVENTION. SAP PURCHASE ORDER # 2000050601 \$10,195.00 TOTAL
REFERENCE BID # 278-08
6. YOUTH DETENTION, COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER AND SHERIFF'S DEPARTMENT - BIRMINGHAM, FROM TEXTILE SALES INCORPORATED, RECOMMENDATION TO AWARD CONTRACT FOR LINEN FOR THE PERIOD OF 12/28/2010 TO 12/27/11. REFERENCE BID # 220-10
EST. \$5,285.95 TOTAL
7. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM BIRMINGHAM POWDER AND SUPPLY COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EXPLOSIVES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01 / 10 TO 9/3 0/ 11. SAP PURCHASE ORDER # 2000048709
\$4,500.00 TOTAL REFERENCE BID # 27-09
8. SHERIFF'S DEPARTMENT - BIRMINGHAM ENFORCEMENT FROM INSIGHT PUBLIC SECTOR, CUNNING, GA, FOR TWENTY-FIVE (25) EACH PANASONIC TOUGHBOOKS COMPUTER AND ACCESSORIES.
SAP PURCHASE ORDER # 2000050605 \$145,858.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM HOBART CORPORATION, BIRMINGHAM, AL, FOR ANNUAL REPAIRS TO COMMERCIAL WASHER AND DRYERS FOR THE PERIOD OF 11/07/10 TO 11/06/11.
SAP PURCHASE ORDER # 2000050667 EST. \$8,034.00 TOTAL
10. JEFFERSON REHABILITATION AND HEALTH CENTER FROM GAYMAR INDUSTRIES, BUFFALO, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MATTRESS RENTAL AND SPECIAL EQUIPMENT.
SAP PURCHASE ORDER # 2000038919 \$16,280.00 TOTAL REFERENCE BID # 25-10
11. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MOTOROLA INCORPORATED, BIRMINGHAM, AL, FOR INTEROPERABLE COMMUNICATIONS SYSTEMS -MOTOROLA SERVICE AGREEMENT FOR THE PERIOD FO 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000050777 \$14,353.32 TOTAL
12. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ALLCOM WIRELESS INCORPORATED, BIRMINGHAM, AL, FOR MOBILE SATELLITE SYSTEMS FOR MOBILE COMMAND VEHICLE LOCATING.
SAP PURCHASE ORDER # 2000050780 \$6,245.00 TOTAL
13. SHERIFF'S DEPARTMENT BIRMINGHAM ENFORCEMENT FROM VERIZON WIRELESS, DALLAS, TX, FOR PAYMENT OF MONTHLY AIR TIME CHARGES FOR AIR CARD USAGE. SAP PURCHASE ORDER # 2000050791
\$19,379.51 TOTAL REFERENCE BID # 97-10

REPORTED FOR

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET, WARSAW, IN, TO PAY FOR ORTHOPEDIC IMPLANT SURGERY FOR F. WEGENT (SURGERY DATE: 11/16/2010). SAP PURCHASE ORDER # 2000050637
\$5,226.00 TOTAL

Week of 12/09/10 -12/15/10

1. ROADS AND TRANSPORTATION BESSEMER AND KETONA HIGHWAY MAINTENANCE FROM KELLY CONSTRUCTION COMPANY INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ROAD MILLING SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 1/11/10 TO 12/31/11. REFERENCE BID # 80-09 E S T . \$30,000.00 TOTAL
2. ALL JEFFERSON COUNTY COMMISSION DEPARTMENTS FROM WAYNE EVANS AUCTION COMPANY INCORPORATED, COLUMBUS, GA, CONTRACT RENEWAL FOR AUCTIONEER SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 12/01/10 TO 4/01/11. REFERENCE BID #88-08
COMMISSION RATE: 3.49% OF GROSS SALES TOTAL FOR SURPLUS THAT IS AUCTIONED OFF.
3. JEFFERSON COUNTY SHERIFF'S DEPARTMENT - BIRMINGHAM DIVISION FROM CHARM TEX INCORPORATED, BROOKLYN, NY, FOR LINEN, BROWN TOWELS AND WHITE SHEETS FOR INMATES.
SAP PURCHASE ORDER # 2000050858 \$8,710.00 TOTAL
4. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM ARAMARK UNIFORM SERVICES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR WORK UNIFORM RENTAL AND MISCELLANEOUS ITEMS WITHOUT INCREASE IN COST FOR THE PERIOD OF 12/02/10 TO 12/01/11. REFERENCE BID # 29-09
EST. \$5,500.00 TOTAL
5. COMMUNITY AND ECONOMIC DEVELOPMENT FROM GARY L HAND D/B/A/ HAND CONSTRUCTION, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR DORIS O'NEAL. SAP PURCHASE ORDER # 2000046714 \$3,700.00 TOTAL REFERENCE BID # 165-10
6. COMMUNITY AND ECONOMIC DEVELOPMENT FROM SYMS CONTRACTORS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR NELLIE ELLISTON.
SAP PURCHASE ORDER # 2000046709 \$860.00 TOTAL REFERENCE BID # 165-10
7. JEFFERSON COUNTY SHERIFF'S DEPARTMENT BIRMINGHAM FROM MICHAELS AUTO SALES AND TOWING, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CROWN VICTORIA REFURBISHMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 12/10/10 TO 7/1/11. REFERENCE BID # 182-09 EST. \$130,000.00 TOTAL
8. ECONOMIC DEVELOPMENT WORKFORCE FROM TELECOMMUNICATIONS FUNDS, MONTGOMERY, AL, CHANGE ORDER TO ADD \$58.50 PER MONTH TO EXISTING PURCHASE ORDER FOR ELEVEN (11) MONTHS FOR ACCESS DATABASE FOR CASE MANAGEMENT -DATA LINES ARE FURNISHED BY THE STATE OF ALABAMA FINANCE DEPARTMENT FOR THE PERIOD OF 11/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000049525
\$643.50 TOTAL
9. JEFFERSON COUNTY TREASURER DEPARTMENT FROM SUNGARI) TREASURY SYSTEMS, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FIVE (5) MONTHS REMAINDER FUNDS FOR SUNGARI) TREASURY SYSTEM MAINTENANCE AND SUPPORT FOR THE PERIOD OF 10/01/10 TO 2/28/11.
SAP PURCHASE ORDER # 2000040195 \$4,937.00 TOTAL REFERENCE BID # 163-07
10. GENERAL SERVICES ADMINISTRATION FROM KONE INCORPORATED, BIRMINGHAM, AL, TO PAY FOR OCTOBER ONLY INVOICES FOR ELEVATOR MAINTENANCE. SAP PURCHASE ORDER # 2000050962 \$5,177.00 TOTAL
REFERENCE BID # 330-07
11. ROADS AND TRANSPORTATION KETONA HIGHWAY FROM FULLER FIVE LANDSCAPE SUPPLY, CUSETTA, AL, CONTRACT RENEWAL FOR RED ROCK ON AN AS NEEDED BASIS FOR THE PERIOD OF 1/1/11 TO 1/1/12.
REFERENCE BID # 84-09 EST. \$7,000.00 TOTAL
12. ROADS AND TRANSPORTATION KETONA HIGHWAY FROM JACE CHANDLER AND ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE HIGHWAY GUARDRAIL. SAP PURCHASE ORDER # 7000005597 \$20,500.00 TOTAL
REFERENCE BID # 74-10
13. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE BRIDGE DIVISION FROM JACE CHANDLER AND ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE HIGHWAY GUARDRAIL.
SAP PURCHASE ORDER # 2000051002 \$6,186.20 TOTAL REFERENCE BID # 74-10
14. PERSONNEL BOARD OF JEFFERSON COUNTY FROM WILLIS OF ALABAMA INCORPORATED, DALLAS, TX, TO RENEW PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE FOR THE PERIOD OF 1/31/11 THROUGH 1/31/12. SAP PURCHASE ORDER # 2000051043 \$28,066.00 TOTAL
15. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM MULTIPLE VENDORS, CONTRACT EXTENSION FOR LIGHTCAST MATERIAL FOR THE PERIOD OF 10/01/10 TO 9/30/11. REFERENCE BID # 285-08
PRIORITY MEDICAL \$ 4,500.00

SUPREME MEDICAL	25,000.00
BIRD & CRONIN	4,500.00
OWENS & MINOR	25,000.00

EST. \$ 60,000.00 TOTAL

16. COOPER GREEN MERCY HOSPITAL (JEFFERSON REHABILITATION AND HEALTH CENTER) FROM MULTIPLE VENDORS, CONTRACT EXTENSION FOR MEDICAL SUPPLIES FOR THE PERIOD OF 10/01/2010 TO 9/30/11.

REFERENCE BID # 186-09	ALL MEDICAL	\$ 10,000.00
	KENTRON	25,000.00
	MOORE MEDICAL	10,000.00
	OWENS & MINOR	25,000.00
	SUPREME MEDICAL	100,000.00
	TURENNE	2,500.00

EST. \$172,500.00 TOTAL

17. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM MULTIPLE VENDORS, CONTRACT EXTENSION FOR MEDICAL PACKS, TRAYS AND KITS FOR THE PERIOD OF 10/01/10 TO 9/30/11. REFERENCE BID # 36-09

MEDLINE	\$20,000.00
CARDINAL	25,000.00
OWENS & MINOR	4,500.00

EST. \$49,500.00 TOTAL

18. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM MULTIPLE VENDORS, CONTRACT EXTENSION FOR VARIOUS SURGICAL SUPPLIES FOR THE PERIOD OF 10/01/10 TO 9/30/11. REFERENCE BID # 26-09

STERIS CORPORATION	\$ 50,000.00
JOHNSON & JOHNSON	50,000.00
ALCON LABORATORIES	100,000.00
CENTURION MEDICAL	10,000.00
CARDINAL HEALTH	50,000.00
MEDLINE INDUSTRIES	4,500.00
OWENS & MINOR	10,000.00
STRYKER CORPORATION	10,000.00
TELEFLEX MEDICAL	7,500.00

EST. \$292,000.00 TOTAL

19. BULK STORES WAREHOUSE (MAIN) FROM AMERICAN OSMENT CHEMICALS, BIRMINGHAM, AL, FOR THE RESTOCKING OF CAN LINERS FOR BULK STORES. SAP PURCHASE ORDER # 7000005594 \$26,880.00 TOTAL REFERENCE BID # 278-08

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL FROM AMERICAN RED CROSS, BIRMINGHAM, AL, TO PAY INVOICE NO. 41346349 FOR BLOOD SERVICES ON 9/30/10. SAP PURCHASE ORDER # 2000050821 \$5,806.50 TOTAL
2. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER CAPITAL, PHILADELPHIA, PA, TO PAY PAST DUE INVOICE FOR HEMATOLOGY ANALYZER. SURGERY DATE: 11 / 16/2010. SAP PURCHASE ORDER # 2000050919 \$6,200.24 TOTAL REFERENCE BID # 113-05

FROM PURCHASING REPORT OF NOVEMBER 9, 2010

36. PERSONNEL BOARD OF JEFFERSON COUNTY FROM STAPLES, BESSEMER, AL FOR PHASE V OF MODULAR FURNITURE PROJECT - SIX WORKSTATIONS FOR THE PERIOD OF 10/1/2010 TO 9/30/2011.

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

JEFFERSON COUNTY COMMISSION
 Finance Department
 Unusual Demands
 12/28/2010

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR MAILOUTS-SEWER BLG /TAX COLLECT	GEN SVCS: ADMINISTRATION	75.60	1900046920
DISTRICT 1	1000193	JEFFERSON CO TREASURER	EQUIPMENT/NAVIGATION SYSTEM FOR CORONER	CORONER/MEDICAL EXAMINER	89.00	1900047213
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TWO PILLAR BLOCK BEARINGS FOR FAMILY CT	GEN SVCS: ADMINISTRATION	20.00	1900047184
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR MAILOUT FOR SEWER BILLING	GEN SVCS: ADMINISTRATION	62.72	1900047202
DISTRICT 1	1000193	JEFFERSON CO TREASURER	COUNTYBURIAL,MRKTING,BLEACH,DIETARY,CAMERA,	CGH: CHAPLAIN	867.15	1900047255
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BRASS NAMEPLATES FOR PAST COMMISSIONERS	GEN SVCS: ADMINISTRATION	250.00	1900047372
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	702.76	1900047210
DISTRICT 1	1000407	NATL ASSOC OF MEDICAL	NATL ASSN MEDICAL EXAMINERS DR BRISSIE	CORONER/MEDICAL EXAMINER	356.00	1900047049
DISTRICT 1	1000407	NATL ASSOC OF MEDICAL	NATL ASSN MEDICAL EXAMINERS DR SIMMONS	CORONER/MEDICAL EXAMINER	356.00	1900047051
DISTRICT 1	1000407	NATL ASSOC OF MEDICAL	NATL ASSN MEDICAL EXAMINERS DR. DAVIS	CORONER/MEDICAL EXAMINER	356.00	1900047050
DISTRICT 1	1003246	MBA STRUCTURAL ENGIN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	300.00	1900047205
DISTRICT 1	1020838	RHEA BETHUNE	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900047206
DISTRICT 1	1020838	RHEA BETHUNE	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900047207
*DISTRICT 1					3,515.23	
DISTRICT 2	1000027	ALA SOCIETY OF PROF LAND	2011 MEMBERSHIP DUES (SULLIVAN)	R&T: ADMINISTRATION	125.00	1900046978
DISTRICT 2	1000027	ALA SOCIETY OF PROF LAND	2011 MEMBERSHIP DUES (SHAW)	R&T: TRAFFIC ENGINEERING	145.00	1900047391
DISTRICT 2	1000027	ALA SOCIETY OF PROF LAND	2011 MEMBERSHIP DUES (DODD)	R&T: RIGHT OF WAY	145.00	1900047392
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL HOSES AND RETRACTORS, KEY	FLEET MGMT: ADMINISTRATION	128.08	1900046923
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LIGHT BULBS & PARTS FOR PIPE CUTTING SAW	R&T: BRIDGE MAINT/CONSTR	105.48	1900047082
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COMM DEV: PARKING DECK FEE (HPRP)	COMMUNITY DEVELOPMENT	5.00	1900047176
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SECURITY LIGHT & FIXTURE FOR THE BRIDGE	R&T: BRIDGE MAINT/CONSTR	75.00	1900047140
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL/TEST FEE & FENDOR WASHERS	R&T: HIGHWAY MAINT-KETONA	73.80	1900047141
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL TEST FEE & PLUMBING PARTS	R&T: HIGHWAY MAINT-BESSEMER	72.94	1900047203
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PC: COMM DEV - HVAC COURSE FOR J. KNIGHT	COMMUNITY DEVELOPMENT	50.00	1900047313
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CASH REFUND FOR GASOLINE (TRAVEL)	COMMUNITY DEVELOPMENT	20.00	1900047290
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PC: COMM DEV - HVAC COURSE FOR R. HAVING	COMMUNITY DEVELOPMENT	50.00	1900047323
DISTRICT 2	1003391	NATIONAL SAFETY COUNCIL	2011 FLAGGER INSTRUCTOR RECERTIFICATION	R&T: ADMINISTRATION	25.00	1900046979
DISTRICT 2	1003767	FREDERICK HAMILTON	REFUND FOR TRAVEL TO THE IEDC 2010 CONFERENCE	COMMUNITY DEVELOPMENT	95.00	1900047412
*DISTRICT 2			1,115.30			
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DIAL SOAP,SPRAYER TRIGGER, HAIRCUT KIT	SHER CORRECT-BIRMINGHAM	126.93	1900047175
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HP TONER CARTRIDGE	INFO TECH: TECHNICAL SERVICES	198.99	1900047164
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EMERGENCY BACK UP DRIVE	BD OF EQUAL - BHAM STATE	99.00	1900047373
DISTRICT 3	1001339	PROBATE COURT OF	COST BILL 209706 CONDEM .CHALKVILLE LLC TOPICS	R&T: ADMINISTRATION	126,975.00	1900046804
DISTRICT 3	1002207	LEXISNEXIS MATHEW BENDER	5 SUPPLIMENTS - MICHIES AL CODE V21 2010	BD OF EQUAL - BHAM STATE	123.46	1900047269
DISTRICT 3	1004733	FREEDOM REPORTING INC	ROGERS TRANSCRIPT / JEFF CO BOE VS CROWE	BD OF EQUAL - BHAM STATE	335.65	1900047179
*DISTRICT 3					127,859.03	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMB MARCIA COLEMAN MILEAGE OCT., 2010	HUMAN RESOURCES ADMIN	64.80	1900046981
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE SEMINAR	COUNTY ATTORNEY	50.00	1900047366
DISTRICT 5	1000926	LINDA BUTLER HANNAH	REIMB. LINDA HANNAH PROF. LIABILITY INSURANCE	HUMAN RESOURCES ADMIN	107.25	1900046907
DISTRICT 5	1004295	DEWAYNE SMOOTS	ASSESSORREIM__SMOOTS_OCT10FIRECAPTASSMT	PER BD: TESTING	125.00	1900047356
DISTRICT 5	1004307	STANLEY LYNN	ASSESSORREIM__LYNN_OCT10FIRECAPTASSMT	PER BD: TESTING	326.69	1900047353
DISTRICT 5	1005551	GERALD BLANKS	ASSESSORREIM__BLANKS_OCT10FIRECAPTASSMT	PER BD: TESTING	388.25	1900047348
DISTRICT 5	1005557	ANTHONY COLE	ASSESSORREIM__COLE_OCT10FIRELIEUASSMT	PER BD: TESTING	222.20	1900047360
DISTRICT 5	1006020	THE BIRMINGHAM NEWS	52 WEEK SUBSCRIPTION TO THE BHAM NEWS	COMMISSIONER, DISTRICT 5	78.00	1900047136
DISTRICT 5	1006020	THE BIRMINGHAM NEWS	BALANCE DUE ON JIM CARNES ACCOUNT	COMMISSIONER, DISTRICT 5	20.94	1900047174
DISTRICT 5	1006528	LISA BAKER	ASSESSORREIM__BAKER_OCT10FIRECAPTASSMT	PER BD: TESTING	166.68	1900047320
DISTRICT 5	1006530	LATOSHA CLEMONS	ASSESSORREIM__CLEMONS_OCT10FIRECAPTASSMT	PER BD: TESTING	125.00	1900047259
DISTRICT 5	1020113	MIKE CULBERSON	ASSESSORREIM__CULBERSON_OCT10FIRELIEUASSMT	PER BD: TESTING	125.00	1900047357
DISTRICT 5	1020469	JERRY SMITH	ASSESSORREIM__SMITH_OCT10FIRECAPTASSMT	PER BD: TESTING	444.95	1900047354
DISTRICT 5	1020512	CRYSTAL MT NATURAL	WATER SERVICE ON JIM CARNES ACCT COMMISSIONER,	DISTRICT 5	23.00	1900047173
DISTRICT 5	1020674	ERIC PHILLIPS	ASSESSORREIM__PHILLIPS_OCT10FIRECAPTASSMT	PER BD: TESTING	125.00	1900047260
DISTRICT 5	1022291	JEWEL DENSON	ASSESSORREIM__DENSON_OCT10GRADASSMT	PER BD: TESTING	261.08	1900047250
DISTRICT 5	1022669	HALI CHAMBERS	ASSESSORREIM__CHAMBERS_OCT10GRADASSMT	PER BD: TESTING	125.00	1900047248
DISTRICT 5	1022927	TONY FERGUSON	ASSESSORREIM__FERGUSON_OCT10FIRELIEUASSMT	PER BD: TESTING	273.23	1900047361
DISTRICT 5	1022931	BARBARA LAW	ASSESSORREIM__LAW_OCT10FIRECAPTASSMT	PER BD: TESTING	197.73	1900047352
DISTRICT 5	1025167	DEBORAH BRYARS	ASSESSORREIM__BRYARS_OCT10FIRECAPTASSMT	PER BD: TESTING	343.70	1900047349
DISTRICT 5	1025173	KAREN WILCOX	ASSESSORREIM__WILCOX_OCT10FIRECAPTASSMT	PER BD: TESTING	125.00	1900047317
DISTRICT 5	1025235	KYLE BRADSHAW	ASSESSORREIM__BRADSHAW_OCT10FIRELIEUASSMT	PER BD: TESTING	274.85	1900047359
DISTRICT 5	1025240	LARRY ERVIN	ASSESSORREIM__ERVIN_OCT10FIRELIEUASSMT	PER BD: TESTING	125.00	1900047358
DISTRICT 5	1025257	MICHAEL WINFREY	ASSESSORREIM__WINFREY_OCT10FIRECAPTASSMT	PER BD: TESTING	257.03	1900047355
DISTRICT 5	1025729	MICHAEL DAVIS	ASSESSORREIM__MICHAEL_OCT10GRADASSMT	PER BD: TESTING	376.10	1900047249
DISTRICT 5	1025730	AYANNA GRAHAM	ASSESSORREIM__GRAHAM_OCT10GRADASSMT	PER BD: TESTING	125.00	1900047252
DISTRICT 5	1025875	JOSEPH ADAMS	ASSESSORREIM__ADAMS_OCT10FIRECAPTASSMT	PER BD: TESTING	449.00	1900047325
DISTRICT 5	1025886	DAVID GOLDMAN	ASSESSORREIM__GOLDMAN_OCT10FIRECAPTASSMT	PER BD: TESTING	216.50	1900047350
DISTRICT 5	1025890	TIMOTHY JOHNSON	ASSESSORREIM__JOHNSON_OCT10FIRECAPTASSMT	PER BD: TESTING	303.07	1900047351
DISTRICT 5	1025895	ROBERT SPARROW	ASSESSORREIM__SPARROW_OCT10FIRECAPTASSMT	PER BD: TESTING	125.00	1900047263
DISTRICT 5	1026228	ALTHEA TRUMAN	ASSESSORREIM__TRUMAN_OCT10GRADASSMT	PER BD: TESTING	170.36	1900047254
DISTRICT 5	1026456	ALLYSA SINGER-OLIVEIRA	ASSESSORREIM__OLIVEIRA_OCT10GRADASSMT	PER BD: TESTING	125.00	1900047253
DISTRICT 5	1026913	FONDA TUMLIN	REFUND HEALTH INSUR. PREM. - JULY, AUG, SEPT, 2010	H RESOURCES ADMIN	145.20	1900046961
DISTRICT 5	1026914	PAUL GILLILAND	REFUND HEALTH INS PREMIUMS-AUG & SEPT, 2010	H RESOURCES ADMIN	96.80	1900046960
DISTRICT 5	1026916	MONROE, THOMAS C	RETREE DENTAL INSURANCE PREMIUM REFUND	H RESOURCES ADMIN	41.44	1900046982
*DISTRICT 5					6,548.85	
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	BOUGHT AIR/OIL FILTERS FOR COMPRESSORS AT PLANT	ES: LEEDS WWTP	25.96	1900046604
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM CALL	ES: LEEDS WWTP	12.56	1900046605
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	ENVELOPES FOR GREASE CONTROL PRGM	ES: BARTON LAB	39.41	1900047063
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	ALCOHOL, PEROXIDE, HARD HATS AND VALVES	ES: CAHABA RIVER WWTP	206.59	1900047066
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	CDL LICENSE	ES: SANITATION ADMINISTRATION	20.00	1900047047
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	LAND SURVEYORS LICENSE RENEWAL	ES: SANITATION ADMINISTRATION	40.00	1900047067
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	GEN BATTERIES,HOLSAW,ANGLE CONN,SPRING NUT	ES: PACKAGE WWTP & PUMP STA	211.49	1900047079
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	WHEEL, SCREWS, BOLTS	ES: CONSTRUCT SEWER LINE	215.91	1900047081
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	COPPER CAP,KEYS,INK CART,STARTING FLUID	ES: PACKAGE WWTP & PUMP STA	205.55	1900047080
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	BINDER AND TONER FOR THE COPIER IN THE OFFICE	ES: TURKEY CREEK WWTP	52.58	1900047186
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	ROUND STEEL,UNIVERSAL JOINT,SHREDDER,ELEC	ES: PACKAGE WWTP & PUMP STA	496.04	1900047244
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	REFRESHMENTS FOR TRAINING	ES: SANITATION ADMIN	140.85	1900047110
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	FUSES FOR WEDECO SYSTEM	ES: TURKEY CREEK WWTP	120.48	1900047135
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	LAPTOP BACKPACK,SQ D ELECTRICAL COMP,CHASE NIP	ES: PACKAGE WWTP & PUMP STA	289.01	1900047180
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	INK, BATTERIES, FITTINGS,& CONTAINERS	ES: CAHABA RIVER WWTP	446.25	1900047187
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	CLASS IV CERTIFICATION RENEWAL FEE	ES: PACKAGE WWTP & PUMP STA	45.00	1900047181
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	TREATED 2X4X8,PIPE DOPE,BUSHING,CLAMP,WIRE	ES: PACKAGE WWTP & PUMP STA	40.11	1900047182
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	GASOLINE	ES: SANITATION ADMINISTRATION	52.35	1900047189
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	REPLACEMENT BATTERIES;DRIVE SOCKETS	ES: INSTRUMENT SHOP	104.49	1900047183
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	STAMP KIT;INK CARTRIDGE;PAINT;POSTER;HOSES	ES: FIVE MILE CREEK WWTP	306.68	1900047185
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	5 PAIRS OF CHEST WADERS	ES: CONSTRUCT SEWER LINE	127.98	1900047178
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	LICENSE RENEWAL	ES: SANITATION ADMINISTRATION	369.50	1900047149
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	KEY FOR COUNTY TRUCK	ES: SANITATION ADMINISTRATION	60.83	1900047261
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	5VX750 BELTS,GALV NIPPLES,CLAMP,STEEL PUTTY	ES: PACKAGE WWTP & PUMP STA	208.80	1900047362
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMINISTRATION	15.08	1900047257
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	MONEY ORDER TO PAY FOR ODOR CONTROL PRODUCTS	ES: PACKAGE WWTP & PUMP STA	368.57	1900047367
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	3/4 SEAL TIGHT,RED WASHER,FLANGES,45 ELL,90 ELL,OI	ES: PACKAGE WWTP & PUMP STA	271.30	1900047327
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	PAINT, UPS POWER BACKUP, PUMP KIT, FILTERS	ES: VALLEY CREEK WWTP	984.93	1900047251
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	LAND SURVEYORS LICENSE RENEWAL	ES: SANITATION ADMINISTRATION	40.00	1900047246
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	MONEY ORDER FOR BIO PACKS	ES: PACKAGE WWTP & PUMP STA	368.57	1900047375
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	VBELTS AND VALVES	ES: VALLEY CREEK WWTP	746.00	1900047368
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	MONEY ORDER FOR GREASE CONTROL PRODUCT	ES: PACKAGE WWTP & PUMP STA	405.44	1900047377
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	LAND SURVEYORS LICENSE RENEWAL	ES: SANITATION ADMINISTRATION	40.00	1900047365
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	ZERK FITTINGS, KEYS AND TUBING	ES: CAHABA RIVER WWTP	68.97	1900047370
ESD RECEIVER	1000193	JEFFERSON CO TREASURER	COPIER AND WARRANTY	ES: CAHABA RIVER WWTP	324.97	1900047371
ESD RECEIVER	1024189	JERRY SHAW	REFUND-OVERPAYMENT & FB #W0-59962	FINANCE SEWER SERVICES	279.70	1900047068
ESD RECEIVER	1024973	PAM GAFNEA	REFUND-OVERPAYMENT & FB ACCT#W0-82094	FINANCE SEWER SERVICES	78.71	1900046728
ESD RECEIVER	1026187	TMI REAL ESTATE	REFUND-OVERPAYMENT & FB ACCT#W0-98306	FINANCE SEWER SERVICES	162.78	1900046534
ESD RECEIVER	1026611	TONNY E BREEDING	REFUND-OVERPAYMENT & FB ACCT# N 3453-2415 L	FINANCE SEWER SERVICES	176.97	1900044250
ESD RECEIVER	1026797	DONNA WILLIAMS	REFUND-OVERPAYMENT & FB ACCT# R 1000-152	FINANCE SEWER SERVICES	676.85	1900046533
ESD RECEIVER	1026805	MARSHALL/ ANTHONY COSTELLO	REFUND-OVERPAYMENT & FB ACCT#R1000-375	FINANCE SEWER SERVICES	24.68	1900046721
ESD RECEIVER	1026821	STEPHEN BLAKE GREENHAW	REFUND-OVERPAYMENT & FB ACCT#W0-64489	FINANCE SEWER SERVICES	39.56	1900046725
ESD RECEIVER	1026822	JEFFREY SWISHER	REFUND-OVERPAYMENT & FB ACCT#W0-83337	FINANCE SEWER SERVICES	19.98	1900046727
ESD RECEIVER	1026823	COOKS CLEANERS	REFUND-OVERPAYMENT & FB ACCT#W0-75777	FINANCE SEWER SERVICES	22.38	1900046722

ESD RECEIVER 1026824	JAMES W ROGERS	REFUND-OVERPAYMENT & FB ACCT#W0-55466	FINANCE SEWER SERVICES	49.69	1900046723
ESD RECEIVER 1026825	RHONDA BEALL	REFUND-OVERPAYMENT & FB ACCT#W0-59720	FINANCE SEWER SERVICES	82.27	1900046724
ESD RECEIVER 1026826	CELESTE G DUNIGAN	REFUND-OVERPAYMENT & FB ACCT#W0-98418	FINANCE SEWER SERVICES	14.04	1900046719
ESD RECEIVER 1026847	DIANE FERGUSON	REFUND-OVERPAYMENT & FB ACCT#W0-42810	FINANCE SEWER SERVICES	23.11	1900047052
ESD RECEIVER 1026849	CANDICE BRANSCUM	REFUND-OVERPAYMENT & FB ACCT#W0-90157	FINANCE SEWER SERVICES	11.56	1900047055
ESD RECEIVER 1026851	LISA S BIGGS	REFUND-OVERPAYMENT & FB ACCT#W0-43149	FINANCE SEWER SERVICES	110.27	1900047061
ESD RECEIVER 1026852	HELEN ABERNATHY	REFUND-OVERPAYMENT & FB ACCT#W0-70294	FINANCE SEWER SERVICES	55.54	1900047059
ESD RECEIVER 1026853	JIMMY FORDHAM	REFUND-OVERPAYMENT & FB ACCT#W0-12324	FINANCE SEWER SERVICES	29.18	1900047058
ESD RECEIVER 1026854	DIANE STEVENS	REFUND-OVERPAYMENT & FB ACCT#W0-11298	FINANCE SEWER SERVICES	23.00	1900047056
ESD RECEIVER 1026855	TREVEN J PYLES	REFUND-OVERPAYMENT & FB ACCT#W0-78411	FINANCE SEWER SERVICES	52.87	1900047057
ESD RECEIVER 1026856	ELLIS M FILES	REFUND-OVERPAYMENT & FB ACCT#W0-100049	FINANCE SEWER SERVICES	360.08	1900047060
ESD RECEIVER 1026859	ACTION REAL ESTATE	REFUND-OVERPAYMENT & FB ACCT#W0-96366	FINANCE SEWER SERVICES	14.58	1900047053
ESD RECEIVER 1026863	JON LAMBERT	REFUND-OVERPAYMENT & FB ACCT#W0-72401	FINANCE SEWER SERVICES	58.47	1900047064
ESD RECEIVER 1026864	LOUISE B CAGLE	REFUND-OVERPAYMENT & FB ACCT#W0-65555	FINANCE SEWER SERVICES	34.74	1900047062
ESD RECEIVER 1026865	H P H PROPERTIES LLC	REFUND-OVERPAYMENT & FB #W0-96410 & 96409	FINANCE SEWER SERVICES	201.81	1900047065
ESD RECEIVER 1026922	TOMMY ABNEY	REFUND-OVERPAYMENT & FB #W0-72163	FINANCE SEWER SERVICES	35.31	1900047074
ESD RECEIVER 1026925	FRED BARGER	REFUND-OVERPAYMENT & FB #W0-73199	FINANCE SEWER SERVICES	15.43	1900047073
ESD RECEIVER 1026926	KEVIN B MCDONALD	REFUND-OVERPAYMENT & FB #W0-68735	FINANCE SEWER SERVICES	22.09	1900047072
ESD RECEIVER 1026927	REGINA CAMPBELL	REFUND-OVERPAYMENT & FB #W0-65626	FINANCE SEWER SERVICES	28.45	1900047071
ESD RECEIVER 1026928	JOHN H BARROW	REFUND-OVERPAYMENT & FB #W0-88146	FINANCE SEWER SERVICES	56.40	1900047070
ESD RECEIVER 1026929	BILL F TURNER	REFUND-OVERPAYMENT & FB #W0-686	FINANCE SEWER SERVICES	82.63	1900047069
*ESD RECEIVER				10,315.38	
**				149,353.79	

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Community Development \$55,754

Add two Administrative I positions for the HPRP Program. Additional cost of \$55,754 will be paid with HPRP funds. Additional Funds will be funded from the HPRP Grant.

C. FOR INFORMATION ONLY

Sheriff's Office \$800,000

Shift funds from the capital vehicle account to the operating parts account to pay past due invoices and future invoices for refurbished vehicles. No Additional Funds Required.

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

B. OTHER BUDGET TRANSACTIONS

2. Cooper Green Mercy Hospital \$61,400

Shift funds from operating to capital and add purchasing memorandum to purchase four scope washers. No Additional Funds Required.

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

Dec-28-2010-1198

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Crisis Center, Inc. to provide the Sexual Assault Nurse Examiner (SANE) trained RN to provide all necessary nursing care, assessment and treatment as a part of a rape examination. There are no funds associated with this agreement.

Ancillary Services Agreement between Crisis Center, Inc. and Cooper Green Mercy Hospital

This Ancillary Services Agreement ("Agreement") is made and entered into as of the later of November 1, 2010, or the execution of the Agreement by both parties ("Effective Date"), between Crisis Center, Inc. (Company) and Brookwood Health Services, Inc. d/b/a Brookwood Medical Center (Hospital). This Agreement supersedes and replaces any existing agreements between the Company and Hospital to the extent such agreements relate to the provision of health care goods and service to patients or company.

RECITALS:

A. Hospital is in need of sexual assault nurse examiner services (the "Services"), and is in need of an experienced individual to provide

the service.

B. Company employs or otherwise contracts with individuals duly qualified and experienced in furnishing the Services (collectively "Company Staff).

C. Company and Hospital agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to provide the Services.

Now, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Company agree as follows:

1. COMPANY'S OBLIGATIONS

a. Services. While this Agreement is in effect, Company shall provide Services at Hospital as described hereto and made a part hereof.

b. Performance. Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including The Joint Commission ("Joint Commission"), having authority to set standards for health care facilities. At all times while this Agreement is in effect, the CEO shall have the right to request removal of any such Company Staff if in the CEO's best judgment such removal is in the best interests of Hospital. Company hereby agrees to immediately remove any such Company Staff upon receipt of the CEO's request.

c. Records and Reports. Company shall contemporaneously record in the patient's medical record and maintain all information pertaining to Company's performance of duties on Hospital premises under this Agreement. Other Company's records relating to Services performed hereunder shall be available to Hospital upon request. Company agrees that all records and reports of services performed on Hospital premises required by this Subsection shall be the exclusive property of Hospital.

d. Representations and Warranties. Company represents and warrants to Hospital as follows: (i) neither Company nor any Company Staff is bound by any agreement or arrangement which would preclude Company or any Company Staff from entering into, or from fully performing the Services required under this Agreement; (ii) no Company Staff's license or certification in the State or in any other jurisdiction has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) neither Company nor any of Company Staff has ever been charged with or convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

e. The Company agrees to provide a Sexual Assault Nurse Examiner (SANE), in cases where the client/patient is not medically stable to travel outside of the Hospital. A client/patient may not be medically stable in cases including but limited to: the client/patient has sustained severe injuries that must be treated medically; and/or the client/patient is unable to give consent due to high level of intoxication; and/or the client/patient has been admitted to the Hospital.

2. HOSPITAL AND COMPANY'S OBLIGATIONS

a. The SANE trained RN sent by the Company is hereby authorized by the Hospital to provide all necessary nursing care, assessment and treatment as part of a rape exam or "rape kit" for the Hospital inpatient. The Hospital's ED physician will provide medical clearance as necessary.

b. PROCEDURES

(1) If a client/patient presents to the Hospital and he/she is not medically stable, the Hospital personnel will contact Rape Response at 323.7273 to request a Sexual Assault Nurse Examiner (SANE) to be sent to Hospital to perform a Sexual Assault Forensic Exam (SAFE).

In these cases, if the client/patient is deemed unstable, or unfit for discharge to the Company, and is in need of further medical treatment resulting in a lengthy delay in discharge, or is admitted to the Hospital, the Company will provide a SANE trained RN to perform the Forensic exam on-site at the Hospital.

All pregnant clients/patient should remain at the Hospital and will be triaged for possible OB consultation per Hospital protocol.

(2) If after the Hospital's usual triage and medical screening per policy, the client/patient can be medically cleared and the client/patient requires no further medical treatment, the Hospital will:

(a) Refer the client/patient to the Crisis Center, Inc. (Company) located at 3600 8th Avenue South, Suite 501, Birmingham, AL 35222; and

(b) Advise the client/patient not to urinate, defecate, shower, eat, drink, brush teeth, change clothes, or smoke prior to the SANE Exam; and

(c) Defer a pelvic exam, if not immediately indicated, and will send any linen, that has been in contact with the client/patient, with the patient upon discharge.

(3) Documentation will be completed by the SANE (See Form A "SANE Chart with Consent Form"). A copy of this documentation will be included in the Hospital chart as well as in the Company records. A copy of the SANE chart will also be included in the SAFE kit, before it is sealed.

(4) The SANE will complete and seal the SAFE kit according to the Alabama Protocols for Sexual Assault Services. The SANE will maintain chain of custody until released to law enforcement or held at the Company per protocol.

Due to the VAWA Federal Mandate (The Violence Against Women and Department of Justice Re-authorization Act of 2005 ("VAWA 2005"), 42 U.S.C. § 3796gg-4(d)), law enforcement does not have to be involved for the client/patient to have a Sexual Assault Exam (SAFE) kit performed. Law enforcement should only be called with the permission of the client/patient.

The SANE agrees to serve as the legal witness if/when the case goes forward in a court of law. The Company can not guarantee that the Hospital staff will not be called by the court of law.

3. COMPENSATION

The Company will submit an invoice for compensation to Alabama Crime Victims Compensation for the cost of SANE facility/examination/photography fees. The Hospital will submit an invoice to Alabama Crime Victims Compensation for its fees, physician fees, preventative medications, pregnancy test, any and all other supplies or diagnostic tests necessary for patient treatment.

4. TERM AND TERMINATION

The term of this Agreement will commence on the Effective Date 11/01/2010 and will renew, with the Commissions written approval on 11/01/2011 for successive one (1) year terms for a total of two (2) additional years unless canceled under the terms below.

Subsequent to the Initial Term, either party hereto may notify the other party of its intent to terminate this Agreement, by providing written notice of termination to the other party. Such termination will be effective on the 1st of the month following thirty (30) days after the receipt of such notice by the non-terminating party.

5. COMPANY'S STATUS. In performing the Services, Company and Company Staff are acting as independent contractors, and neither Company nor Company Staff shall be considered an employee of Hospital. Hospital shall not exercise any control or direction over the manner or method by which Company provides the Services. However, Company shall require all Company Staff to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement; regardless of the cause of such termination.

6. INSURANCE

Company shall secure and maintain at all times during the Term, at Company's sole expense, professional liability insurance covering Company, and Company's Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits: \$1,000,000 per occurrence; \$3,000,000 general aggregate

Such insurance shall name Hospital as an additional insured and shall not be cancelable except upon 30 days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

Number 7. not on contract

8. INDEMNIFICATION. Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

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

Authorized By:

Meg McGlemery, Director S.A.S.S.

David Carrington, President

Jefferson County Commission

Sandral Hullett, MD, CEO

Cooper Green Mercy Hospital

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

Dec-28-2010-1199

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

1 to the agreement between Jefferson County, Alabama and Polyglot Systems, Inc. to provide software maintenance and support for the multi-language translation software for FY10-11 in the amount of \$9,995. No additional funds required.

CONTRACT NO.: 1935

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of October 2010 between Jefferson County, Alabama, hereinafter referred to as "the County, and Polyglot System, Inc. hereinafter referred to as the "Contractor" to provide Annual Software Maintenance and Support for Multi-language translation software service.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract results from Jefferson County's request for Bid No. 109-08 The Contract between the parties referenced above, which was approved by the Commission on June 24, 2008 and recorded in Minute Book 156, Page 151-153 is hereby amended as follows:

Item 3. Amend Term of Contract: The term of this contract shall be extended from October 1, 2010 to September 30, 2011.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Charles Lee, M.D.

Polyglot System, Inc. Representative

COOPER GREEN MERCY HOSPITAL

Sandra Hullett, MD

CEO/Medical Director

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

Resolution authorizing execution of an agreement with Mercy Emergency Physicians, LLP to provide 24 hour/365 day emergency room physician services at Cooper Green Mercy Hospital in the amount of \$1,980,000.

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

Dec-28-2010-1200

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Bid Opening will be held by on Tuesday, January 11, 2011 at 9:00 a.m. at the Bessemer Court to receive bids for General Services' portion of the Energy Efficiency and Conservation Block Grant.

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

Dec-28-2010-1201

WHEREAS, the membership of the Jefferson County Planning & Zoning Commission includes twelve (12) citizens of Jefferson County, and

WHEREAS, there has arisen a vacancy on said the Planning & Zoning Commission; and

WHEREAS, it is important to the proper and timely function of said Commission that it have full membership; and
WHEREAS, Mr. Curtis Sykes has expressed a desire to serve on the Planning & Zoning Commission for Jefferson County; and
WHEREAS, the Jefferson County Commission has determined that Mr. Sykes would be a dependable and capable addition to the membership of that Commission; and

WHEREAS, Mr. Sykes has been found to meet the criteria regarding his/her place of residence as set forth in Act No. 86-705 regarding the manner in which new appointments are made to the Planning & Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Mr. Curtis Sykes is hereby appointed to the Jefferson County Planning & Zoning Commission, for a new term commencing immediately and ending December 15, 2014.

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

Dec-28-2010-1202

Whereas, Jefferson County, through its Office of Community and Economic Development, will undertake various projects as part of the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program; and

Whereas, the Jefferson County Office of Community and Economic Development has to complete the federally mandated Environmental Review process for its EECBG activities as required by applicable laws and regulations; and

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President W. D. Carrington is authorized and hereby directed to execute the attached Statement of Work for the EECBG.

Statement of Work FOR COUNTY OF JEFFERSON

The County of Jefferson will only fund projects that fall within the bounded categories in Part I below and, moreover, are consistent with the limitations prescribed therein. This SOW applies to Activity #10 Lighting Replacement at Courthouse Secure Parking Deck and Main Parking Deck; #11 Boiler Replacement at Jury Assembly Room in Jefferson Count Main Parking Dec Building; #12 Replace 750 Chiller Starter with Variable Speed Drive at Jefferson County Courthouse (Birmingham); #13 Replace Youth Detention Center Lighting; #14 Retrofit Lighting Ballast & Bulbs in Bessemer Courthouse Annex Parking Deck #15 Hickory Ride Phase II

Part I - Bounded Categories

1. Conducting residential and commercial building energy audits, which includes hiring technical consultants to conduct such audits.
2. Establishment of financial incentive programs for energy efficiency improvements (this includes Revolving Loan Funds).
3. Provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits, provided that:
 - Projects Are Limited To: installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of ENERGY STAR appliances; installation of solar powered appliances with improved efficiency; and replacement of windows and doors.
4. Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity, provided that:
 - Projects Are Limited To: design and operation of the programs; identifying the most effective methods for achieving the maximum participation and efficiency rates; public education, measurement and verification protocols; and identification of energy efficient technologies.
5. Development and implementation of programs to conserve energy used in transportation, provided that:
 - Protects Are Limited To: use of flex time by employers; use of satellite work centers; development and promotion of zoning guidelines or requirements that promote energy efficient development; and synchronization of traffic signals.
6. Development and implementation of building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy efficiency.
7. Projects to increase participation and efficiency rates for material conservation programs.
8. Replacement of traffic signals and street lighting with energy efficient technologies.
9. Development, implementation, and installation on or in any government building of onsite renewable energy technology that generates electricity from renewable resources, provided that:
 - Projects Are Limited To:
 - o Solar Electricity/Photovoltaic - systems or unit on existing rooftops and parking shade structures must be sized for the load of the particular building it is installed on; or a 60 KW system or smaller unit installed on the ground within the boundaries of an existing

facility.

- o Wind Turbine - 20 KW or smaller.
- o Solar Thermal - system must be 20 KW or smaller.
- o Solar Thermal Hot Water - such as appropriately sized for small buildings.
- o Ground Source Heat Pump - 5.5-ton capacity or smaller, horizontal/vertical, ground, closed-loop system.
- o Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
- o Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies

(BACT) installed and operated.

Part II - Integral Element Requirements and Other Conditions

County of Jefferson will not fund Projects that would:

- (1) Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, including requirements of DOE and/or Executive Orders;
- (2) Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators);
- (3) Disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or un-permitted releases; or
- (4) Adversely affect environmentally sensitive resources. Environmentally sensitive resources include, but are not limited to:
 - (i) Property (e.g., sites, buildings, structures, objects) of historic, archeological, or architectural significance designated by Federal, state, or local governments or property eligible for listing on the National Register of Historic Places;
 - (ii) Federally-listed threatened or endangered species or their habitat (including critical habitat), Federally- proposed or candidate species or their habitat, or state-listed endangered or threatened species or their habitat;
 - (iii) Wetlands regulated under the Clean Water Act (33 U.S.C. 1344) and floodplains;
 - (iv) Areas having a special designation such as Federally- and state-designated wilderness areas, national parks, national natural landmarks, wild and scenic rivers, state and Federal wildlife refuges, and marine sanctuaries;
 - (v) Prime agricultural lands;
 - (vi) Special sources of water (such as sole-source aquifers, wellhead protection areas, and other water sources that are vital in a region); and
 - (vii) Tundra, coral reefs, or rain forests.

Waste Stream Conditions

The County of Jefferson shall obtain a waste management plan addressing waste generated by a proposed Project prior to funding projects or awarding a sub-grant for a Project. This waste management plan will describe the recipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. County of Jefferson shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit). County of Jefferson shall ensure through specific contract terms that the Sub-recipient complies with all Federal, state and local regulations for waste disposal.

NHPA Conditions

Prior funding projects or awarding a sub-grant for a Project, County of Jefferson shall comply with Section 106 of the National Historic Preservation Act (NHPA). If applicable, the Subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO). County of Jefferson shall retain sufficient documentation to demonstrate that the Sub-recipient has received required approval(s) from the SHPO or THPO for the Project. County of Jefferson shall deem compliance with Section 106 of the NHPA complete only after it has this documentation. County of Jefferson shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

Cumulative Impacts, Connected Actions and Extraordinary Circumstances

DOE's CXs are not absolute. CXs do not apply to Projects that involve "extraordinary circumstances," connected actions, or cumulative impacts that may have significant environmental impacts. See 10 C.F.R. 1021.410(b). If DOE grants a CX based on descriptions in the recipient's RFP for EECBG grants, DOE will base its decision on the lack of such "extraordinary circumstances" and significant impacts. County of Jefferson shall review section 1021.410 and must immediately contact DOE if it identifies a Project that may involve "extraordinary circumstances," cumulative impacts or connected actions that could have significant environmental impacts. Typically, DOE will either subject the sub-grant for the Project to NEPA review or the County of Jefferson will elect not to proceed with awarding the sub-grant.

Part III

On the basis of County of Jefferson assurances in this Project Activity Worksheet, DOE intends to apply one or more CXs to the award for all Projects described in the recipient's RFP. However, because DOE has only recently started employing this approach to categorically

excluding sub-grants, there may be unforeseen circumstances that make it inappropriate to apply a CX to a Project(s) that meets all the Part I and Part II requirements. DOE does not waive its discretion to decline to apply a CX for projects/grants.

By signing below, County of Jefferson acknowledges the preceding paragraph, agrees to all conditions in Parts I, II and III, and provides its assurance that all statements in the Project Activity Worksheet and attachments are accurate to the best of its knowledge.

W. D. Carrington, President

Jefferson County Commission

Authorized Signatory County of Jefferson

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

Dec-28-2010-1203

BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute Change Order Number One (1) to the Construction Agreement for the Irondale Senior Citizen's Center Project (CD08-03A-U04-ISC) dated April 13, 2010, between Jefferson County, Alabama and Rainbow Building Company.

The purpose of Change Order Number One (1) is to increase the construction time an additional forty five (45) calendar days and to remove the accordion partition from the scope of work Adding to the scope in lieu of the accordion partition, the contractor shall paint the existing front corridor and lobby, furnish and install 4'-0" wide X 7'-0" high wood French doors in between the activity rooms. The new completion date will be December 6, 2010. There are no additional costs associated with change this order. This project is from the Program Year 2008.

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

Dec-28-2010-1204

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has advised Jefferson County that it is the recipient of \$553,032.00 in CDBG-R (Recovery) (NSP) funds which is funded under the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Office of Community Development has developed a budget and Substantial Amendment to its Consolidated Plan as part of this process; and

WHEREAS, an amendment is necessary to broaden the scope of existing activities.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to sign and submit to HUD the amendment to its CDBG-R grant in the amount of \$553,032.00 with appropriate assurances for the purpose of carrying out the project and to approve any actions necessary for the administration of said project.

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

Dec-28-2010-1205

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

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

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project

as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Brookside Water Line Project (CD09-03J-M03-BSW)

ENVIRONMENTAL ASSESSMENT

Project Name and Number: Brookside Water Line Project (CD09-03J-M03-BSW)

ENVIRONMENTAL REVIEW FINDING

On the basis of the environmental assessment of the above project I have made the following finding.

X A FINDING OF NO SIGNIFICANT IMPACT

I find that this project is not a major federal action which will have a significant effect on the human environment and that a request to HUD for the release of project funds will not require an Environmental Impact Statement.

Commissioner

W. D. Carrington, President. Jefferson County Commission

Title of Certifying Officer

A FINDING OF SIGNIFICANT IMPACT

I find that this project is a major federal action which will have a significant effect on the human environment and that a request to HUD for release of project funds will require an Environmental Impact Statement.

Signature

Title of Certifying Officer

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

Dec-28-2010-1206

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Brookside Water Line Project (CD09-03J-M03-BSW) from the Community Development Block Grant Program.

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

Dec-28-2010-1207

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: 904 Rich Road, Birmingham AL 35215

Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated February 16, 2010, in the original amount of \$125,000.00 and recorded in Book LR 201002 Page 5678, 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.

This instrument was prepared by:
Lorrie Maples Parker, Esquire
Massey, Stotser & Nichols, P. C.
1780 Gadsden Highway
Birmingham, AL 35235

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 February 16, 2010, in the original amount of \$125,000.00 and recorded in Book LA 201002 Page 5678, 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 28th day of December, 2010.

JEFFERSON COUNTY, ALABAMA, a body politic

W. D. Carrington

President of Jefferson County Commission

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

Dec-28-2010-1208

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the construction of a home located in Muscoda; and

WHEREAS, the construction of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's HOME funded Homebuyer Assistance Program Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 210 Ball Avenue, Muscoda, Alabama 35020

Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated April 28, 2010, in the original amount of \$125,000.00 and recorded in Book LR 201061 Page 17918, 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.

This Instrument was prepared by:
Lorrie Maples Parker, Esquire
Massey, Stotser & Nichols, P. C.
1780 Gadsden Highway
Birmingham, AL 35235

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 April 28, 2010, in the original amount of \$125,000.00 and recorded in Book LR201061 Page 17918, 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 28th day of December, 2010.

JEFFERSON COUNTY, ALABAMA, a body politic

W. D. Carrington

President of Jefferson County Commission

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

Dec-28-2010-1209

RESOLUTION AND ORDER OF JEFFERSON COUNTY COMMISSION
APPROVING INDUSTRIAL PROJECT FOR AMSTED RAIL COMPANY, INC.
UNDER SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA, AS FOLLOWS:

Section 1. The Commission has found and determined and does hereby find, determine and declare as follows:

(a) The Industrial Development Board of the City of Birmingham (the "Issuer"), a public corporation under Division 1 of Article 4 of Chapter 54 of Title 11 of the Code of Alabama 1975 (the "Act"), proposes to issue its revenue bonds (the "Bonds") in the approximate amount of \$5,589,000 (not to exceed \$7,150,000). If approved, the Bonds will be issued pursuant to the authority and provisions of the Act.

(b) The Issuer proposes to use the proceeds of the Bonds to acquire an interest in certain real estate located at 2100 Griffin Wheel Drive (35020), in unincorporated Jefferson County, Alabama and to acquire and install thereon and therein facilities, machinery, equipment and personal property (collectively the "Project"). The Issuer further proposes to lease the Project to Amsted Rail Company, Inc., a Delaware corporation (the "User", for use in the manufacturing of steel railroad wheels and related products.

(c) The Issuer has represented and agreed that the Bonds cannot and will not create an obligation (whether direct, indirect, or contingent), of the City of Birmingham or Jefferson County or the State of Alabama.

(d) A public hearing concerning the proposed issuance of the Bonds to finance the Project was held in the Council Chambers in the City Hall in the City of Birmingham at 9:00 o'clock a.m. on Thursday, December 23, 2010. Public notice of said hearing was duly given by publication in The Birmingham News on December 8, 2010.

Section 2. On behalf of Jefferson County, Alabama, the Commission does hereby consent to the acquisition and financing of the Project by the Issuer and to the location and nature of the Project, and does hereby approve the issuance of the Bonds to finance the Project, all in accordance with the foregoing proposals of the Issuer.

Section 3. This certificate is delivered pursuant to Section 147 of the Internal Revenue Code of 1986, as amended, and may be relied upon by the Issuer and the User and by bond counsel for the Issuer (Maynard, Cooper & Gale, P.C.) in the delivery of opinions thereby with respect to the exemption of interest on the Bonds from the gross income of the owner thereof for purposes of federal income taxation.

Adopted this 28th day of December, 2010.

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

Dec-28-2010-1210

WHEREAS, Jefferson County, Alabama (the "County") has caused legal notice (the "Notice") of proposed action to be taken by the County with regard to that certain Project Development Agreement (the "Agreement") by and among the County, the State of Alabama, the City of Bessemer, Alabama, and Dolgencorp, LLC, a Kentucky limited liability company (the "Company"), to be published in The Birmingham News on December 21, 2010; and

WHEREAS, a copy of the Notice hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a draft of the Agreement hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration, the County Commission of the County finds that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), that the County should enter into the Agreement; and

WHEREAS, the County Commission of the County finds and determines that the Agreement will promote the economic development of the County and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County, as follows:

1. The President of the County Commission shall be and hereby is authorized to execute and deliver to the Company on behalf of the County an agreement that substantially conforms to the draft of the Agreement hereto as Exhibit B and incorporated herein by reference; and

2. The President of the County Commission shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of the Agreement.

(Exhibits on file in the Minute Clerk's office)

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 115' of conduit Allison Bonnett Memorial Parkway and Saddle Ridge Parkway in the Hueytown area
2. Birmingham Water Works to install 340' of water main to Stonegate Garden Homes on Newfound Road in the Mt. Olive area
3. Alabama Gas to install 4,550' of gas main along McAshan Drive in the McCalla area
4. Alabama Gas to install 752' of gas line at Bedford Circle in the Trussville area

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

Dec-28-2010-1211

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Volkert, Inc. to perform underwater bridge inspections on eleven (11) County structures, to be Level 1 inspections in compliance with the Alabama Department of Transportation and ABMIS procedures, in the amount of \$15,800.

PROFESSIONAL SERVICES CONTRACT

FOR UNDERWATER INSPECTION OF ELEVEN JEFFERSON COUNTY BRIDGES

THIS CONTRACT made this day of , 2010, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Volkert, Inc. (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CONTRACTOR shall provide an underwater inspection of eleven (11) Jefferson County bridges, 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:
 - A. The CONTRACTOR, in the accomplishment of work under this contract, shall meet the requirements for conformance with the standards adopted by the Alabama Department of Transportation and the National Bridge Inspection System. All work required under this contract shall be performed in accordance with these standard practices and any special requirements hereinafter set forth.
 - B. Full Level 1 underwater inspection of the following eleven (11) bridges:
Maxine, Shoal Creek, Porter, Flat Top, Tingle Springs, Short Creek, Glaze Creek, Bayview Bridge, Franklin Ferry, Liberty Parkway, and Denmark Avenue
 - C. Inspect bridge foundation, abutments, and pilings underwater for structural deterioration or other problems.
 - D. Write a report summarizing observations of bridge conditions to include all NBIS required data. Any elements with deficiencies are to be noted. Any elements with repair recommendations will be photographed and/or sketched.
 - E. Provide revised ABIMS forms and ALDOT underwater inspection forms for each of the listed bridges.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
 - A. The inspections will be performed by certified underwater bridge inspectors.
 - B. The COUNTY will provide a project engineer to coordinate the tasks with the CONTRACTOR.
 - C. Conferences will be held at the request of either the COUNTY or the CONTRACTOR to discuss matters pertinent to any phase of this project.
 - D. Requests for site visits may be made by the COUNTY or the CONTRACTOR in conjunction with any other party or parties.
 - E. CONTRACTOR agrees to start work within ten (10) days after receipt of written notice from the COUNTY to proceed.
 - F. The work shall be performed and a written report submitted within thirty (30) calendar days of the issuance of a "Notice To Proceed,"
 - G. In the event that unavoidable delays prevent completion of the services to be performed under this contract in the time specified, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the

CONTRACTOR within ten (10) days after delay has occurred. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this contract, the time limits specified herein may be adjusted,

4. COMPENSATION: The CONTRACTOR shall be compensated for services rendered, per quote, (See Attached Fee Proposal, not to exceed the amount of Fifteen Thousand Eight Hundred and No/100 Dollars (\$15,800,00 - on file in the Minute Clerk's office).

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

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

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

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

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

The CONTRACTOR shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents, or employees in connection with its services under this CONTRACT. The CONTRACTOR specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

The CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions, which can affect the work or the cost thereof, Any failure by the CONTRACTOR to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this CONTRACT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONTRACTOR and subcontractors are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY government, and copies thereof shall be furnished if requested.

10. AMENDMENT OF CONTRACT: This CONTRACT contains the entire understanding of the parties, and no change of any term or provision of 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 CONTRACT will be executed.

There shall be no assignment, subletting or transfer of the interests of the CONTRACTOR in any of the work covered by this CONTRACT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this CONTRACT shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the CONTRACTOR is hereby bound and obligated,

11. INSURANCE: The 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 COUNTY not later than seven (7) days after CONTRACT approval date. CONTRACTOR must have adequate General Professional liability insurance of \$1,000,000 per occurrence,

12. COUNTY FUNDS PAID: CONTRACTOR and the CONTRACTOR representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this CONTRACT 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 CONTRACT and further certify that, except as expressly set out in the scope of work or services of this CONTRACT, 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 CONTRACT.

Any violation of this certification shall constitute a breach and default of this CONTRACT 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 CONTRACT.

13. GOVERNING LAW I 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. The parties further agree that they may enter into non-binding mediation governed by the local rules of the 10th Judicial Court of Alabama, each party to bear its own costs of mediation, prior to the filing of any lawsuit which may be contractually provided for by the terms of this Agreement.

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

RECOMMENDED:
E. Wayne Sullivan,
Director/County Engineer
MINUTE CLERK:

CONTRACTOR:
Aaron Immel Assistant Vice President - Volkert, Inc.
JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission

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

Dec-28-2010-1212

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: December 10, 2010
Purpose: Payment for Acquired Right-of-Way
Topics VII, Site 4- Project No. STPBH-9802(904) -Tract No. 11 - Tarrant Road at Skelton Avenue
Site Address: 504 Tarrant Rd., Gardendale, AL 35071 Agent: Alan Dodd
Price: \$34,700.00
Pay to the order of: David L. Smith
Mailing Address: 504 Tarrant Road
Gardendale, AL 35071

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area -THRO - WBS C.961.D
Check Delivery Code 84

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

Dec-28-2010-1213

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: December 14, 2010
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill
Case No. 44005 01- in the matter of CONDEMNATION Jefferson County vs. Jerry L. Moss et al.
Project No. STPBH-7002(600) - Tract 74 - Court Costs Morgan Road Widening
Price: \$352.58
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: THRO
Check Delivery Code: 84

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

Dec-28-2010-1214

BE IT RESOLVED by the Jefferson County Commission that upon the recommendation of the Director of Roads and Transportation, that the President of the Commission is hereby authorized to execute a Quit Claim Deed to David L Smith and payment of \$34,700 in exchange for the required right of way being Tract 11 of Tarrant Road and Skelton Avenue, Topics Phase VII -Project STPBH9802(904) Site 4.

QUIT CLAIM DEED

Instrument prepared by:
Alan K. Dodd, Sr. Land Acquisition Agent
A-200 Jefferson County Courthouse
716 N. Richard Arrington Jr. Blvd
JEFFERSON COUNTY Birmingham, At 35203

KNOW BY ALL THESE PRESENTS, That in consideration of the exchange for right-of-way on Tarrant Road as consideration to JEFFERSON COUNTY in hand by David L. Smith the receipt whereof is hereby acknowledged JEFFERSON COUNTY does hereby remise, release, quit claim and convey to the David L. Smith all our right, title, interest and claim in or to the following described real estate, to wit:

A part of the NW 1/4 of the SW 1/4 of Section 18, Township 16 South, Range 2 West and a part of the property conveyed in Deed Book 9604, Page 5649 more particularly described as follows:

Commence at the NW corner of said quarter-quarter corner section; thence run Southerly along the Westerly line of said quarter-quarter section a distance of 600.00 feet; thence Easterly and parallel to the Northerly line of said quarter-quarter section a distance of 118.14 feet; thence Southerly and parallel to the said Westerly line a distance of 89.81 feet to the Point of Beginning of the parcel of land herein described: thence turn right 92°34'41" and run Westerly a distance of 20.25 feet; thence turn left 90°00'00" and run Southerly a distance of 22.25 feet; thence turn right 90°00'00" and run Westerly a distance of 23.25 feet; thence turn left 90°00'00" and run Southerly a distance of 38.74 feet to a point on the Northerly right-of-way of Tarrant Road as recorded in Deed Book 201008, Page 5117 in the Office of the Judge of Probate of Jefferson County, AL; thence continue Southerly along said right-of-way and the last described course a distance of 16.26 feet thence turn left 45°00'00" and run Southeasterly a distance of 7.18 feet; thence turn left 45°00'00" and run Easterly a distance of 24.99 feet; thence turn right 35°21'34" and run Southeasterly a distance of 21.73 feet, more or less to an intersection with the Easterly property line of said property conveyed in DB 9604, PG 5649; thence turn left 127°56'15" leaving said right-of-way and run Northerly along said property line a distance of 95.00 feet, more or less to the point of beginning.

Usual mineral and mining rights excepted. Subject to easements of record.

Containing 0.076 acres, more or less.

Situated in JEFFERSON COUNTY, ALABAMA.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, all on this 28th day of December, 2010.

Minute Clerk

David Carrington, President

Jefferson County Commission

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

Dec-28-2010-1215

WHEREAS, Craig S. Jordan and James Herring is/are the owner(s) of the land abutting the following described road right of way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

All that part of the right-of-way of an alley lying northeasterly of, and abutting the Northeasterly lot line of Lots 2 thru 6, Block 45 of the survey of the Map of Queenstown as recorded in Map Book 7 Page 72 in the Probate Office of Jefferson County, Alabama and lying southwesterly of and abutting the northwesterly 183.92 feet of the Southwesterly lot line of Lot N of Block 45 of said subdivision.

All of said right-of-way lies in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 17 South, Range 1 West, Jefferson County, Alabama.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map. Plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Craig S. Jordan and James Herring tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

Dec-28-2010-1216

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that THE WATERS CONSULTING GROUP, INC., a national search firm that specializes in the recruitment of county managers, is retained to assist Jefferson County in the hiring of its initial county manager as required under Act 2009-662 of the Alabama Legislature. Subject to the terms of its contract with the County, THE WATERS CONSULTING GROUP, INC. shall be paid \$17,500.00 for professional services and up to \$8,500.00 in costs related to the search plus any additional project-related costs approved by the Commission.

CONTRACT N0: 2078

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 28th day of December 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and The Waters Consulting Group located at 5050 Quorum Drive, Suite 625 Dallas, TX 75254, hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2011.

WHEREAS, the County desires to contract for County Manager Executive Search Consulting Services for the Human Resources Department, hereinafter called "Human Resources", and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 20-11 dated November 19, 2010, the terms of which are included herein by reference. The Contractor shall fully participate in all aspects of the recruitment of Jefferson

County's first county manager from preparation of recruitment materials, development and application of screening criteria, pre-screening of candidates, facilitation of Commission review of candidates, management of the interview process, detailed background and reference checks for the finalists, and assistance in negotiations and contracting with the preferred candidate.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for seven months beginning January 1, 2011 through July 31, 2011 or upon acceptance of an offer of employment by the candidate.

4. COMPENSATION: The Contractor shall be compensated for services to the County as follows:

A. Professional Fee: \$17,500, billed in four installments:

1. 30% of fees will be billed at the beginning of the recruitment
2. 30% at the implementation of Phase I
3. 30% at the beginning of Phase II
4. 10% upon acceptance of offer by the candidate.

B. Project related expenses are not to exceed \$8,500.00

C. County shall reimburse Contractor for actual, itemized, and reasonable travel and out-of-pocket expenses incurred by Contractor for candidates interviewed by the County in Birmingham, Alabama. Those expenses shall never include reimbursement for alcohol or first-class air fare. Expenses shall be kept in line with U.S. GSA guidelines found at <http://www.gsa.gov/portal/content/101518>.

D. If candidate is selected for another position within the County within one year of the close of the recruitment, a fee of 50% of the above mentioned proposal amount will be due to the Contractor.

5. WARRANTY: The Contractor will remain with the recruitment assignment until the County has made an appointment. If the County is unable to make a selection from the initial group of Finalists, the Contractor will work to identify a supplemental group until the County can find a suitable candidate. The Contractor warrants the executive recruitment for 24 months against termination for cause. Within the first year, the replacement recruitment will be repeated with no additional professional fee, but additional project related expenses will be charged at the same "not to exceed" rate. During the second year, the replacement recruitment is reduced to 50% of the professional fee plus project related expenses. Candidates appointed from within the County do not qualify for this warranty. The warranty is subject to further limitations and restrictions of the laws of Alabama. The Contractor will not solicit any candidates selected under this contract for any other position while the candidate is employed with the County.

6. 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 County. Should County authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance

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

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

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

10. NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

11. 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.

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

13. LIABILITY:

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

B. The Contractor will indemnify and save harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract..

14. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Jefferson County Commission Human Resources
Director of Human Resources
716 N Richard Arrington Jr. Blvd.
Suite A610
Birmingham, AL 35203

Copy to: Jefferson County Commission Purchasing Division
Purchasing Agent
716 N Richard Arrington
Suite 830
Birmingham, AL 35203

Copy to: Jefferson County Commission
County Attorney
716 N Richard Arrington
Suite 280
Birmingham, AL 35203

15. 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.

16. INSURANCE: The Contractor will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Contractor is also required to include the bid number on the evidence of insurance.

The Contractor must provide evidence of insurance upon request in the following areas as deemed necessary by the County: Professional and General Liability to include; E & O, bodily injury and property damage and personal injury. Automobile Liability, to include, bodily injury and property damage and combined coverage for both hired and non-owned vehicles, workers compensation and employers liability and umbrella coverage.

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

18. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value

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

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Rollie O. Waters, President

W.D. Carrington, President. Commissioner

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

Dec-28-2010-1217

RESOLUTION TO RESTRICT STAFF DEVELOPMENT FOR FISCAL YEAR 2010-2011

WHEREAS, after due consideration the Jefferson County Commission has determined that it is in the best interests of the citizens of Jefferson County that immediate cost savings be achieved; and

WHEREAS, the County Commission has approved a hiring freeze for all open and new positions not critical to the operations of the county; and

WHEREAS, the County Commission has also approved a moratorium on the purchase of capital items not critical to the operations of the county.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, effective immediately, all staff development expenditures for fiscal year 2010-2011 shall be suspended except for: (1) any staff development expenses necessary to maintain licenses and certifications required by an employee's classification description, including related continuing education courses and (2) any staff development expenses necessary to fulfill any legal requirements.

Any request for staff development funding involving a necessary license, certification or continuing education course must be accompanied by a classification description for the requesting employee's position that identifies the licensure or certification requirement. If a request for staff development involves out-of-town travel, such request shall include a certification from the employee that he or she has exhausted all reasonable local options for the required training.

Any resolution or administrative order that conflicts with this resolution is hereby temporarily suspended while this resolution is in full force and effect.

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

Dec-28-2010-1218

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and TRC Staffing Services to provide personnel to fill critically as-needed positions beginning January 1, 2011 and ending December 31, 2011 in an amount not to exceed \$129,000.

AMENDMENT TO CONTRACT

AMENDMENT N0.1

This Amendment to the Contract entered into this 28th day of December, 2010 by and between Jefferson County, Alabama, through the Human Resources (hereinafter referred to as the "County Commission"), and TRC Staffing Services, (hereinafter referred to as "the

Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 15th day of December 2009, and recorded in Minute Book 159, Pages 144-146, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective January 1, 2011 through December 31, 2011.

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

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

Jefferson County, Alabama

W. D. Carrington

President, Commissioner

CONTRACTOR:

James Lowdell

TRC Staffing Services, Inc.

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

Dec-28-2010-1219

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and All Temps Systems d/b/a Darrell Walker Workforce Systems to provide personnel to fill critically as-needed positions beginning January 1, 2011 and ending December 31, 2011 in an amount not to exceed \$129,000.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 28th day December, 2010 by and between Jefferson County, Alabama , through the Human Resources (hereinafter referred to as the "County Commission"), and All Temps Systems d/b/a Darrell Walker Workforce Systems, (hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 15th day of December 2009, and recorded in Minute Book 159, Pages 144-146, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective January 1, 2011 through December 31, 2011.

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

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

Jefferson County, Alabama

W. D. Carrington

President, Commissioner

CONTRACTOR

Shelia McCutcheon

All Temps Systems, Inc.

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

Dec-28-2010-1220

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and AMT Medical Staffing to provide nursing personnel to fill critically as-needed positions beginning January 1, 2011 and ending December 31, 2011 in an amount not to exceed \$1,136,127.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 28th day December, 2010 by and between Jefferson County, Alabama , through the Human Resources (hereinafter referred to as the "County Commission"), and AMT Medical Staffing, (hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 15th day of December 2009, and recorded in Minute Book 159, Pages 144-146, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective January 1, 2011 through December 31, 2011.

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

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

Jefferson County, Alabama

W. D. Carrington

President, Commissioner

CONTRACTOR

Amy Disney

AMT Medical Staffing

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

Dec-28-2010-1221

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Augmentation, Inc. to provide nursing personnel to fill critically as-needed positions beginning January 1, 2011 and ending December 31, 2011 in an amount not to exceed \$1,136,127.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 28th day December, 2010 by and between Jefferson County, Alabama , through the Human Resources (hereinafter referred to as the "County Commission"), and Augmentation, Inc., (hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 15th day of December 2009, and recorded in Minute Book 159, Pages 142-144, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective January 1, 2011 through December 31, 2011.

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

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

Jefferson County, Alabama

W. D. Carrington

President, Commissioner

CONTRACTOR

Patti Holt

Augmentation, Inc.

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

Dec-28-2010-1222

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and ATC Healthcare Services, Inc. to provide nursing personnel to fill critically as-needed positions beginning January 1, 2011 and ending December 31, 2011 in an amount not to exceed \$1,136,127.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 28th day December, 2010 by and between Jefferson County, Alabama , through the Human Resources (hereinafter referred to as the "County Commission"), and ATC Healthcare Services, Inc., (hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 15th day of December 2009, and recorded in Minute Book 159, Pages 142-144, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective January 1, 2011 through December 31, 2011.

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

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

Jefferson County, Alabama

W. D. Carrington

President, Commissioner

CONTRACTOR

Martin A. Briggs

ATC Healthcare Services, Inc.

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

Dec-28-2010-1223

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Maxim Healthcare Services, Inc., d/b/a Maxim Staffing Solutions to provide nursing personnel to fill critically as-needed positions beginning January 1, 2011 and ending December 31, 2011 in an amount not to exceed \$1,136,127.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 28th day December, 2010 by and between Jefferson County, Alabama , through the Human Resources (hereinafter referred to as the "County Commission"), and Maxim Healthcare Services, Inc., d/b/a Maxim Staffing Solutions (hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 15th day of December 2009, and recorded in Minute Book 159, Pages 142-144, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective January 1, 2011 through December 31, 2011.

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

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

Jefferson County, Alabama

W. D. Carrington

President, Commissioner

CONTRACTOR

Robert Teaff

Maxim Healthcare Services, Inc., d/b/a Maxim Staffing Solutions, Inc.

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

Dec-28-2010-1224

WHEREAS, Section 3.5 of the Solid Waste Management Lease between Jefferson County, Alabama and Santek Environmental Services of Alabama, LLC, dated January 1, 2006 calls for the County to annually provide the Lessee the name of the Commissioner who shall act as Contract Administrator for the year.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that David Carrington, Commission President, is hereby designated as Contract Administrator for the Santek Lease for 2011 and is therefore authorized, to the extent allowed by law and County ordinances, to execute any documents relating to the performance of said lease, including applications for modifications and/or amendments to the Landfill Permits.

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

Dec-28-2010-1225

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Guardian Systems, Inc. to provide water quality analysis for FY10-11, to be compensated for services according to fee schedule.

BID 33-09

CONTRACT

THIS AGREEMENT by and between the Jefferson County Commission, hereinafter called "Jefferson County Commission," and Guardian Systems, Inc., hereinafter called "the Contractor" shall be effective October 1, 2010.

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

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

1. ENGAGEMENT OF CONTRACTOR: Jefferson County Commission hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide Jefferson County Commission with water quality testing and other laboratory tests, as needed, to comply with ADEM and EPA requirements. The water samples will be collected by Jefferson County Commission and delivered to the vendor for the water quality analysis or other laboratory tests.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
The term of this contract shall be from October 1, 2010 - September 30, 2011, with Jefferson County Commission's option to renew for one additional, one-year term.
4. COMPENSATION: The Contractor shall be compensated for services rendered according to the attached fee schedule and payable upon submission of an invoice at the end of each month for services rendered. Contractor shall submit monthly invoices for services performed detailing the services provided and corresponding charges.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that Jefferson County Commission will not be obligated for same under this contract.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard

to race, creed, color, sex, national origin, religion or handicap.

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

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

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

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

11. INSURANCE: Contractor will maintain such insurance as will protect him and Jefferson County Commission 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 Jefferson County Commission not later than seven (7) days after purchase order date. Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

12. JEFFERSON 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 Jefferson County Commission 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 of any family member of any of them, including federal, state, Jefferson 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 Jefferson County Commission 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 the Agreement, no promise no commitment of any nature whatsoever of any thing of value whatsoever has been made of communication to any such governing body member or employee of official as inducement or consideration for this Agreement.

13. 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 Jefferson County Commission all amounts paid by Jefferson County Commission pursuant to this Agreement.

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

CONTRACTOR:
Linda Miller
Guardian Systems, Inc., President

JEFFERSON COUNTY COMMISSION:
W. D. Carrington, President

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

Dec-28-2010-1226

RESOLUTION TO SEPARATE FUNCTIONS OF DEPARTMENT OF LAND PLANNING
AND DEVELOPMENT SERVICES

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, effective January 1, 2011, the functions of the Department of Land Planning and Development Services (DLPDS) are separated as follows:

(1) GIS positions and personnel transferred to the Department of Land Planning and Development Services (DLPDS) pursuant to POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION recorded in Minute Book 158 Page 141 on June 2, 2009 shall be transferred back to the Department of Information Technology.

(2) The Department of Inspection Services transferred to the Department of Land Planning and Development Services (DLPDS) pursuant to Resolution to Combine Land Development and Inspection Services recorded in Minute Book 158 Page 390 on September 1, 2009 shall revert back to a separate operating department and all positions and employees related thereto shall be transferred from DLPDS to the Department of Inspection Services.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution September-1-2009-774 is hereby repealed effective December 31, 2010. The Directors of Budget Management and Human Resources are hereby authorized and directed to make all necessary budget and personnel record changes to accomplish the foregoing.

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

Dec-28-2010-1227

WHEREAS, John L. Harrison has completed the unexpired term of a previous member on the Jefferson County Board of Zoning Adjustment; and

WHEREAS, Mr. Harrison has been faithful in his attendance and duties pertaining to such Board; and

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

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Mr. John L. Harrison is hereby re-appointed to the Jefferson County Board of Zoning Adjustment, for a new term commencing immediately and ending December 13, 2013.

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

Dec-28-2010-1228

WHEREAS, Joan Quick has completed the unexpired term of a previous member on the Jefferson County Planning and Zoning Commission; and

WHEREAS, Ms. Quick has been faithful in his attendance and duties pertaining to such Board; including participation in continuing education courses to become a Certified Alabama Planning & Zoning Official; and

WHEREAS, Ms. Quick has expressed a desire to continue to serve on the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Ms. Joan Quick is hereby re-appointed to the Jefferson County Planning & Zoning Commission, for a new term commencing immediately and ending December 15, 2014.

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

Dec-28-2010-1229

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Sibyl Chappell, Circuit Court-Bessemer Division, for compensation for serving as Absentee Elections Manager for the General Election held on November 2, 2010, in the amount of \$9,400 (45 days, plus the day of the election, plus an additional day for the counting of the Federal MOVE Sub-ballots on November 10, 2010, for a total of 47 days at \$200 per day), be and hereby is approved. The compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act. No. 2006-327.

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

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

DISPOSALS:

CORONER/MEDICAL EXAMINER BA 4300:

12000000225	HYDRAULIC AUTOPSY TABLE	Landfill
160000001081	HYDRAULIC AUTOPSY TABLE	Landfill

TRANSFER:

<u>COMMISSIONER JOE KNIGHT:</u>		FROM:	TO:
TAG # 93994	EXECUTIVE CHAIR	1004	2500

DISPOSALS:RDS & TRANS-BRIDGE WHSE:

14000000562	MOTOROLA 800MHZ PORTABLE RADIO	8-Equip. traded for newer model
14000000563	MOTOROLA 800MHZ PORTABLE RADIO	8-Equip. traded for newer model
14000000564	MOTOROLA 800MHZ PORTABLE RADIO	8-Equip. traded for newer model
14000000565	MOTOROLA 800MHZ PORTABLE RADIO	8-Equip. traded for newer model
14000000566	MOTOROLA 800MHZ PORTABLE RADIO	8-Equip. traded for newer model
14000000567	MOTOROLA 800MHZ PORTABLE RADIO	8-Equip. traded for. newer model
140000002459	DELL PERSONAL COMPUTER	6-Obsolete/No longer in Dept.
140000002930	DELL OPTIPLEX 260 PC	6-Obsolete/No longer in Dept.
140000002931	DELL OPTIPLEX 260 PC	6-Obsolete/No longer in Dept.
140000003549	DELL OPTIPLEX GX270 MINI COMPUTER	6-Obsolete/No longer in Dept.
140000003622	DELL OPTIPLEX COMPUTER	6-Obsolete/No longer in Dept.
140000004830	MICROCOMPUTER	6-Obsolete/No longer in Dept.
140000004958	OKIDATE LASER PRINTER	6-Obsolete/No longer in Dept.
140000005580	PERSONAL COMPUTER	6-Obsolete/No longer in Dept.
140000005581	PERSONAL COMPUTER	6-Obsolete/No longer in Dept.
150000001088	ICE MAKING MACHINE	8-Equip. traded for newer model
160000000705	GENERATOR 3500KW 8HP HONDA	6-Obsolete/No longer in Dept.
160000000706	GENERATOR 3500KW 8HP HONDA	6-Obsolete/No longer in Dept.
160000000707	MECHANICAL TAMP	6-Obsolete/No longer in Dept.
160000000822	DIAPHRAM PUMP 3"	6-Obsolete/No longer in Dept.
160000003586	MECHANICAL TAMP (2921208)	6-Obsolete/No longer in Dept.
160000003587	MECHANICAL TAMP (2921209)	6-Obsolete/No longer in Dept.
160000003835	9 CU FT CONCRETE MIXER (T951203)	6-Obsolete/No longer in Dept.
160000004100	MECHANICAL TAMP	6-Obsolete/No longer in Dept.
160000004101	3" DIAPHRAM PUMP	6-Obsolete/No longer in Dept.
160000004112	CONCRETE MIXER 9CF	6-Obsolete/No longer in Dept.
160000004113	PORTABLE GENERATOR 6000 WATT	6-Obsolete/No longer in Dept.
160000004121	AUTOMATIC LASER LEVER	6-Obsolete/No longer in Dept.
160000004320	PORTABLE GENERATOR	6-Obsolete/No longer in Dept.
160000004321	DIAPHRAM PUMP (Z961216)	6-Obsolete/No longer in Dept.
160000004322	DIAPHRAM PUMP (Z961217)	6-Obsolete/No longer in Dept.
160000004664	DIAPHRAM PUMP 3" (Z981205)	6-Obsolete/No longer in Dept.
160000004980	CONCRETE VIBRATOR W/PORTABLE 12" SAW	6-Obsolete/No longer in Dept.
160000004981	MECHANICAL TAMP	6-Obsolete/No longer in Dept.
160000004982	MECHANICAL TAMP	6-Obsolete/No longer in Dept.

Jefferson County Sheriffs Office-Bessemer:

708528	CPU	6-Obsolete/No longer in Dept.
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Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Carrington and Stephens.

Whereas THE JEFFERSON COUNTY COMMISSION entered into an Investment Advisory Services contract with Municipal Investors Services Corp. (MBIA) on March 3, 2009, and

Whereas said Commission on March 30, 2010 voted and approved to execute a name change to Cutwater Asset Management, and

Whereas said contract, pursuant to Section 23, may be terminated by either party with at least a thirty (30) day written notice to the other party regardless of reason.

Therefore now THE JEFFERSON COUNTY COMMISSION does hereby resolve to provide a thirty day notice of termination of said contract.

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

Dec-28-2010-1232

Whereas THE JEFFERSON COUNTY COMMISSION entered into an Investment Advisory Services contract with Morgan Keegan & Company, Inc. on March 3, 2009, and

Whereas said Commission on March 30, 2010 voted and approved to extend this contract through May 31, 2011, and

Whereas said contract, pursuant to Section 9, may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason.

Therefore now THE JEFFERSON COUNTY COMMISSION does hereby resolve to provide a thirty day notice of termination of said contract.

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

Dec-28-2010-1233

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Attachmate Corporation Attachmate Corporation to provide Databridge host and license renewal and maintenance support for the Attachmate Reflections emulation software beginning November 1, 2010 and ending October 31, 2011 in the amount of \$66,884.90.

CONTRACT: 1901

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 8th November 2010, by and between Jefferson County Alabama, hereinafter called "the County", and ATTACHMATE CORPORATION called "the Contractor". The effective date of this agreement shall be November 1, 2010.

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

WHEREAS, the Contractor desires to furnish said Maintenance Support and Technical Services ("Maintenance") to the Information Technology Department:

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 Maintenance services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for RFP No. 239-10. The BID describes the scope of Maintenance services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from ATTACHMATE CORPORATION including the maintenance plan provided with the BID response constitute the essential components of this Contract and are incorporated herein by reference. The Bid response and this Professional Services Contract ("CONTRACT") document constitute the entire agreement between the parties. The Scope of Maintenance services commence as of November 1, 2010 and continue until October 31, 2011 for the fees specified below:

License(s) Description	Item Number	Qty	Unit Price	Annual Price
Reflection for the Web 2011 Unisys Edition Maintenance Level D	RWEBUN08-MTS-D (RWEBUN08-MTS-D)	1,000	\$ 30.60	\$30,600.00
INFOConnect Enterprise Edition Unisys Maintenance & Technical Support Subscription D	182570.MTSSD (INEE-UN-MTS-D)	100	\$ 48.20	\$ 4,820.00
DATABridge Client Maintenance and Technical Support Subscription (Production)	143996.MTSS (DBC-MTS)	1	\$ 1,785.60	\$ 1,785.60
DATABridge Enterprise Server Group 50-80 Maintenance and Technical Support (Production)	DBES-G50T80MTS (DBES-G50T80MTS)	1	\$ 1,644.00	\$ 1,644.00

DATABridge Host Non-metered Group 50-80 Maintenance & Technical Support Subscription (Production)	183284.MTSS (DBH-NMET-G50T80MTS)	1	\$ 10,405.00	\$ 10,405.00
DATABridge Client Non-Production Maintenance (Non-Production)	DBC-NPMTS (DBCNPMTS)	1	\$ 891.80	\$ 891.80
DATABridge Enterprise Server Group 50-80 Non-Production Maintenance (Non-Production)	DBES-G50T80NPMTS (DBES-50T80NPMTS)	1	\$ 821.50	\$ 821.50
DATABridge Host Metered Group 50-80 Non-Production Maintenance (Non-Production)	1108140.NPMT SS (DBHMET-I G50T80NPMI'S)	1	\$ 5,202.00	\$ 5,202.00
DATABridge Client Licensed Unit	125977.L	1	\$ 8,930.00	\$ 8,930.00
DATABridge Client Maintenance And Support Subscription	143996.MTSS	1	\$1,785.00	\$ 1,785.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render Maintenance services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on October 31, 2011 with the option to renew for annual Maintenance period of up to two (2) additional one (1) year terms upon mutual written agreement by the parties.

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

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

6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any confidential information accessed or gained in performance of those duties will be maintained in 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.

7. COMPENSATION: The Contractor shall be compensated for Maintenance services at a cost shown on Item 2: Scope of Goods and Services. Payment terms are Net 30 days after receipt of invoice.

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. and the County will not be obligated for same under this contract.

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

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. 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. Maintenance fees are payable in advance and are non-refundable.

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

13. AMENDMENT OF AGREEMENT: This Contract and the BID 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. 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.

15. INSURANCE: Not applicable for the delivery of software maintenance and access to Attachmate's Tech Support.

16. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that

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

17. HOLD HARMLESS AND INDEMNIFICATION: Not applicable to the provision of Maintenance services which are provided remotely from Seattle Washington.

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

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

WITNESSES: ATTACHMATE CORPORATION
Robert Flynn, President/GM

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

Dec-28-2010-1234

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Sayers Corporation for Citrix Enterprise license and support for FY10-11 in the amount of \$7,894.74.

SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT entered into this 26th October 2010, by and between Jefferson County Alabama, hereinafter called "the County", and SAYERS called "the Contractor". The effective date of this agreement shall be October 1, 2010.

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

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to purchase the software support hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for Citrix Enterprise subscription renewal License. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

ITEM NUMBER	QTY	PRODUCT DESCRIPTION	ANNUAL PRICE
CM-5781479-70973	1	Citrix XenA (Presentation Server Enterprise - 10 users	526.32
CM-3927901-23500	1	Citrix XenA Presentation Server Enterprise - 140 users	7,368.42
		GRAND TOTAL	7 894.74

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Department

of Information Technology at any time after the effective date of this Contract. The Contract term expires on October 1, 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 and support a sum of \$7,894.74; payment terms are Net 30.

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

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

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

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

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

10. HOLD HARMLESS AND INDEMNIFICATION Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

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

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

15. AMENDMENT 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.

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

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

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

WITNESSES:

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

WITNESSES:

SAYERS

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

Dec-28-2010-1235

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Tier Technologies, Inc. to provide for 40 Session WebEncore System to support Human Resources Benefits Renewal system for FY10-11 in the amount of \$3,570.

CONTRACT NO 19 7 2

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st October 2010, by and between Jefferson County Alabama d/b/a Human Resource Department hereinafter called "the County", and TIER TECHNOLOGIES INC called "the Contractor". The effective date of this agreement shall be October 1, 2010.

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

WHEREAS, the Contractor desires to furnish said services and support 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 and support hereinafter set forth. The terms of Tier Technologies Inc Extended Warranty Plan Supplement Standard Depot Option maintenance agreement attached hereto are hereby made a part of this agreement.
2. SCOPE OF SERVICES: This contract results from Human Resource's Request for Annual Maintenance/Support for WebEncore System. The RFP describes the scope of services and support called for and Tier Technologies Inc Extended Warranty Plan Supplement Standard Depot Option maintenance agreement constitutes essential components of this Contract and is adopted herein by reference. This contract documents constitute the entire agreement between the parties. The scope of services and support are as follows, but not limited to:

ITEM #	PRODUCT	ANNUAL COST
	40 - Session WebEncore System (S/N 227873926600261):	
	1-FirstLine Encore Server License	
	1-WebEncore Port License	
	40-WebEncore Port License	
	1-Tier HostLink License	

Important Notes:

- 1) Server hardware is not covered. Hardware is beyond "end-of-life" status.
- 2) FirstLine Encore version 6.2 is no longer supported. If a product issue arises, Tier may request that the customer upgrade to a newer version.
- 3) Software, system, or server upgrade services are not included in maintenance support.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

The Contractor shall be available to render services and support to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on September 30, 2011 and may be renewed for a period of up to two (2) additional one (1) year terms by agreement of the parties in writing and signed by their authorized representatives.

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

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

6. **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.

7. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost shown on Item 2: Scope of Goods and Services or payable monthly per submission of invoice. Payment terms are Net 30 days after receipt of invoice.

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. and the County will not be obligated for same under this contract.

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

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. **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.

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

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

14. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance

the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

15. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Sheet 2 of 3

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.

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

TIER TECHNOLOGIES, INC.

Ronald W. Johnston

Chief Financial Officer

EXTENDED WARRANTY PLAN SUPPLEMENT – STANDARD DEPOT OPTION

Tier Technologies, Inc. ("Tier")

INVOICE TO "CUSTOMER"

COUNTY OF JEFFERSON

DEPT OF HUMAN RESOURCES

ATTN: GLENDA SMITH; ROOM 830

716 RICHARD ARRINGTON, JR. BLVD. N

BIRMINGHAM, AL 35203

PHONE: 205 325-5381

MAINTENANCE PERIOD FROM: 10/01/2010 TO 09/30/2011

SERVICE HOURS

A. TIER SOFTWARE. This extended warranty plan ("Extended Warranty Service") covers all Tier software identified in this Extended Warranty Plan Supplement. Tier personnel shall be available to perform Extended Warranty Service hereunder during normal business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M. Central Time, weekends and holidays excepted. Emergency Service is available through the Tier HOTLINE, 334-321-3767, 24 hours per day, seven days per week, except holidays. Customer is eligible for free Tier software upgrades during the Maintenance Period. Customer is responsible for installation of such upgrades; at Customer request, Tier

will provide a services quote. Upgrades to third party products are not included as part of software maintenance. No on-site software maintenance is included.

B. TIER HARDWARE. Extended Warranty Service covers all Tier hardware identified in this Extended Warranty Plan Supplement. Service hours for warranty service shall be 8:00 A.M. to 5:00 P.M. Central Time, weekends and holidays excepted. Hardware Extended Warranty Service provided outside these hours at the request of Customer shall be charged at Tier's then prevailing time and materials rates (at customer request, Tier will provide services quote). Replacement part is shipped to Customer and Customer is responsible for installing the replacement part and for shipping the defective part back to Tier for repair. If the defective part is not received by Tier within thirty (30) days of Customer's receipt of the replacement part, Tier will invoice Customer for the price of the replacement part. No on-site service is included.

ON-SITE SERVICE AND TRAVEL CHARGES. At Customer request, Tier will provide on-site services quotes. Service time and time spent by Tier personnel (or Tier's third party service provider) while traveling to and from Customer's location at Customer's request to perform on-site service under this Depot Extended Warranty Plan shall be quoted at the Tier hourly rates in effect at the time the service is rendered. Invoices shall be paid within 30 days.

Upon the terms and conditions contained in the Tier Master Annual Extended Warranty Plan (the Agreement) Tier will service the following Tier Products at the following annual unit charges (the "Basic Charges"):

<u>ITEM #</u>	<u>PRODUCT</u>	<u>ANNUAL COST</u>
	40-Session WebEncore System (S/N 227873926600261):	
	1- FirstLine Encore Server License	
1	1- WebEncore Server License	\$3,570
	40 - WebEncore Port Licenses	
	1- Tier HostLink License	
	1- FirstLine Encore Developer's Kit	

Important Notes:

- 1) Server hardware is not covered. Hardware is beyond "end-of-life" status.
- 2) FirstLine Encore version 6.2 is no longer supported. If a product issue arises, Tier may request that the customer upgrade to a newer version.
- 3) Software, system, or server upgrade services are not included in maintenance support.

The definitions in the Agreement shall apply to this Supplement. This Supplement is entered into as of the date it is executed by Customer and accepted by Tier as indicated below.

This order is subject to the Terms and Conditions of the Agreement between Tier and Customer. Any Terms and Conditions on Customer's Purchase Order shall not serve to amend the Agreement.

CUSTOMER:

W. D. Carrington, President

TIER TECHNOLOGIES, NC.

Ronald W. Johnston, Chief Financial Officer

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

Dec-28-2010-1236

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that an Amendment to the Agreement between Mike Hale, Sheriff of Jefferson County, Alabama, and Clay-Chalkville Animal Clinic to provide veterinary services for the care of dogs assigned to the K9 Unit for an additional year in the amount of \$6,000 is hereby acknowledged.

AGREEMENT FOR VETERINARY SERVICES

Clay-Chalkville Animal Clinic and Sheriff Mike Hale of Jefferson County, Alabama hereby agree as follows:

1. The parties have previously entered into an Agreement for Veterinary Services dated February 19, 2009 (the "Agreement"), a copy of which is attached hereto and the terms and conditions of which are incorporated herein by reference.
2. The parties have previously agreed to extend the term of the Agreement from October 1, 2009 until September 30, 2010.
3. Pursuant to the Agreement, the parties hereby agree to extend the term of the Agreement by an additional one (1) one-year term. This extended term of the Agreement shall begin on October 1, 2010 and shall remain in full force and effect until September 30, 2011, with the parties to retain all termination rights as set forth in the Agreement.

IN WITNESS THEREOF, the parties to this Agreement for Veterinary Services have caused the same to be executed by their duly authorized representatives.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

CLAY-CHALKVILLE ANIMAL CLINIC

Charles D. Hart, D.V.M.

ACKNOWLEDGED BY

W. D. Carrington, President

Jefferson County Commission

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

Dec-28-2010-1237

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that an Amendment to the Agreement between Mike Hale, Sheriff of Jefferson County, Alabama, and Hope Animal Clinic to provide veterinary services for the care of dogs assigned to the K9 Unit for an additional year in the amount of \$6,000 is hereby acknowledged.

Hope Animal Clinic and Sheriff Mike Hale of Jefferson County, Alabama hereby agree as follows:

1. The parties have previously entered into an Agreement for Veterinary Services dated February 17, 2009 (the "Agreement"), a copy of which is attached hereto and the terms and conditions of which are incorporated herein by reference.
2. The parties have previously agreed to extend the term of the Agreement from October 1, 2009 until September 30, 2010.
3. Pursuant to the Agreement, the parties hereby agree to extend the term of the Agreement by an additional one (1) one-year term. This extended term of the Agreement shall begin on October 1, 2010 and shall remain in full force and effect until September 30, 2011, with the parties to retain all termination rights as set forth in the Agreement.

IN WITNESS THEREOF, the parties to this Agreement for Veterinary Services have caused the same to be executed by their duly authorized representatives.

Mike Hale, Sheriff

HOPE ANIMAL CLINIC

Dr. David T. Fuller.

ACKNOWLEDGED BY

W. D. Carrington, President

Jefferson County Commission

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

Dec-28-2010-1238

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Agreement between Mike Hale, Sheriff of Jefferson County, Alabama, and Durwood Sims to provide educational services to jail inmates and to maintain the Birmingham Jail Library in the amount of \$36,000 is hereby acknowledged.

WHEREAS, Mike Hale, as Sheriff of Jefferson County, Alabama, and the Jefferson County Sheriff's Office (collectively the "Sheriff"), desires to contract for educational services for the Jefferson County Jail, Birmingham (the "Jail"); and

WHEREAS, Dr. Durwood Sims (the "Dr. Sims") desires to furnish said services to the Sheriff;

NOW, THEREFORE, IN CONSIDERATION of the above and the below, the parties hereto make the following agreement (this "Agreement"):

1. The term of this Agreement shall begin on October 1, 2010 and remain in full force and effect until September 30, 2012. The parties may extend the term of this Agreement for two (2) additional one-year terms. Either party may terminate this Agreement upon thirty (30) days

written notice to the other party.

2. Dr. Sims agrees to provide educational services to the inmates at the Jail four (4) days per week for forty-eight (48) weeks per year, and agrees to maintain the Jail's inmate law library as needed (the "Services"). The Sheriff agrees to provide Dr. Sims with the appropriate educational supplies, including reference materials for the inmate law library, necessary for Dr. Sims to perform the Services.

3. The Sheriff shall pay Dr. Sims \$3,000.00 a month for the Services. Dr. Sims agrees to submit a monthly written invoice for payment to the Sheriff, and the Sheriff agrees to make the aforesaid monthly payment within fifteen (15) days of his receipt of said written invoice. The parties agree and acknowledge that Dr. Sims shall not be entitled to any other benefits or compensation from the Sheriff for the provision of the Services. Dr. Sims agrees and acknowledges that he shall be solely responsible for the payment of all applicable federal, state, and local taxes due and owing as a result of his receipt of the aforesaid monthly payment, and he agrees to furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

4. The parties hereto agree and acknowledge that the Services shall be provided without regard to race, creed, color, sex, religion, national origin, or handicap of any person or group of persons.

5. The parties hereto agree and acknowledge this Agreement shall not be construed as a partnership or joint venture between the parties, and that neither party is an agent or employee of the other and no employee of either party is entitled to receive any employment benefits from the other or any special rights or privileges afforded to the employees of the other party.

6. Dr. Sims certifies that no part of the funds paid by the Sheriff pursuant to this Agreement, and no services, products, or thing of value shall be paid to or used for the personal benefit of the Sheriff, any employee of the Jefferson County Sheriff's Office, or any elected official or employee of Jefferson County, Alabama (including the departments and agencies thereof). Dr. Sims also certifies that he has not colluded, conspired, connived, with any member of the governing body of Jefferson County, Alabama in any manner whatsoever, to secure or obtain this Agreement, and that, other than as set forth in this Agreement, that he has made no promise or commitment of any nature whatsoever for anything of value whatsoever has been made or communicated to the Sheriff, any employee of the Jefferson County Sheriff's Office, or any elected official or employee of Jefferson County, Alabama (including the departments and agencies thereof) as inducement or consideration of this Agreement. Any violation of the certifications contained in this Paragraph 6 shall constitute a breach and default of this Agreement, which shall be cause for immediate termination of this Agreement. Upon such termination, Dr. Sims shall immediately refund to the Sheriff all amounts paid by the Sheriff pursuant to this Agreement.

IN WITNESS THEREOF, the parties to this Agreement have caused the same to be executed by their duly authorized representatives.

Sheriff Mike Hale

Jefferson County Sheriff's Office

Dr. Durwood Sims

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

Dec-28-2010-1239

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the settlement offer of Ten Thousand Dollars and no/100 (\$10,000.00) from Alabama Utility Corporation d/b/a Tarrant Utilities for damages done to a County vehicle is hereby accepted and approved.

BE IT FURTHER RESOLVED that the Commission President is authorized to sign a Full and Final Release to Alabama Utility Corporation d/b/a Tarrant Utilities in consideration of the foregoing settlement offer.

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

Dec-28-2010-1240

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Goldberg Attorneys, P. C. o/b/o Charity Garner be denied.

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

Dec-28-2010-1241

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the wrongful death claim of Attorney Steven Baker o/b/o Jeffrey Cozzi for Ruth Cozzi be denied.

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

Dec-28-2010-1242

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

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

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

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

Dec-28-2010-1243

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Greater Birmingham Transportation to provide transportation on an as-needed basis for patients at Cooper Green Mercy Hospital in the amount of \$4,500 for the period October 1, 2010 through September 30, 2011, which shall be disbursed \$1,500 at a time, provided that prior to any additional funds being disbursed, Cooper Green Mercy shall provide a detailed accounting to the Commission of how the previous funds were used, including each rider's name, date of travel and reason for the trip. Such accounting shall include a signed statement from the chief financial officer of Cooper Green Mercy Hospital that the information provided has been reviewed and is true and accurate, to the best of his or her knowledge.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and GREATER BIRMINGHAM TRANSPORTATION, hereinafter referred to as the "Contractor," is hereby effective on October 1, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to extend this Contract:

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

The Contract between the parties entered into on the 1st day of October, 2009, which was approved by the Jefferson County Commission on May 11, 2010, and recorded in Minute Book 159, Page(s) 575, is hereby extended as follows:

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

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

Jefferson County Commission

W. D. Carrington, President

Cooper Green Mercy Hospital

Sandral Hullett; MD

CEO/Medical Director

Contractor

Tawny M Phillips

Greater Birmingham Transportation

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

There upon the Commission Meeting was adjourned to meet Tuesday, January 11, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk