

STATE OF ALABAMA)

JEFFERSON COUNTY) October 26, 2010

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

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphries that the Minutes of October 19, 2010, be approved.

Voting "Aye" Carns, Humphries and Collins.

The meeting was called to Order by the Chair at 10:04 a.m. with Commissioners Collins, Carns and Humphries present. After the prayer and pledge the Chair began reading the agenda items and after approval of the minutes from the October 19, 2010 meeting, called for approval of three (3) items of new business to be added at the end of the regular agenda items. The motion to add the items was made by Commissioner Carns seconded by Commissioner Humphries and passed unanimously. Voting "Aye" were Collins, Carns and Humphries. Commissioner Smoot arrived late to the meeting at approximately 10:10 a.m. and was not present when the vote was taken to add the three (3) items of new business to the agenda.

Resolutions were presented honoring the following pastoral community leaders: Pastor Michael Moore; Pastor Steven Green; Pastor William H. Walker; Bishop James Lowe, Jr.; Dr. Michael Wesley, Sr.; Pastor Jonathan McPherson and Rev. Dr. Edward E. Rodgers.

STAFF DEVELOPMENT

Multiple Staff Development

Community & Economic Development - 3 participants

Chandra Calhoun	Tuscaloosa, Alabama	\$150.00
Nakeia Sims	Certified Governmental Accounting Technician Program	\$150.00
Sheena Roberts	October 28, 2010	\$204.23

Family Court - 2 participants

Cecilia Loggins	Birmingham, Alabama	\$195.00
Pam Lee	Conference for Administrative Assistants by Career Track	\$195.00
	October 21, 2010	

Family Court - 2 participants

Kristin Schlenker	Birmingham, Alabama	\$74.00
Beverly Alldredge	Communications Skills for Women by Career Track	\$74.00
	December 10, 2010	

Individual Staff Development

Angelia Bowie	CGMH	Birmingham, Alabama	\$199.00
		Fred Prior Seminars, Mistake Free Grammar	
		December 13-15, 2010	

Dewayne Cabiniss	CGMH	Montgomery, Alabama	\$308.00
		Alabama Society of Healthcare Professionals in Engineering	
		October 27-29, 2010	

Deborah Andrews	CGMH	Mobile, Alabama	\$757.83
		Alabama State Nurses Association Annual Conference	
		October 2, 2010	

Tony Ryce	Family Court	Huntsville, Alabama	\$75.00
		ACCD Conference	
		October 12-15, 2010	

Edgar Woodis	Revenue	Chicago, Illinois & Lexington, Kentucky	\$2,514.17
		Audit Centrad Healthcare, LLC; Tellabs Operations, Inc. & Florida Tile	
		October 31 - November 12, 2010	

For Information Only

Tiffany Owens	Personnel Board	Career Fairs:	
		Alabama A&M University - October 5, 2010	\$450.00
		Jacksonville State University - October 7, 2010	\$125.00
		Gadsden State Community College - October 19, 2010	\$25.00
		Athens State University - October 20, 2010	\$25.00

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

16. JEFFERSON REHABILITATION AND HEALTH CENTER (JRHC) FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, FOR OXYGEN SERVICES FOR FISCAL YEAR 10/1/10 - 9/30/11. SAP PURCHASE ORDER 4 2000048448
\$30,000.00 TOTAL
17. GENERAL SERVICES FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR WORK UNIFORM ORDER FOR FISCAL YEAR 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048400 \$19,752.50 TOTAL REFERENCE BID # 151-08
18. GENERAL SERVICES FROM WAREHOUSE EQUIPMENT & SUPPLY COMPANY, BIRMINGHAM, AL, FOR ANNUAL MAINTENANCE FOR OVERHEAD DOORS FOR FISCAL YEAR 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048485
\$18,720.00 TOTAL REFERENCE BID # 72-09
19. HUMAN RESOURCES FROM STATE OF ALABAMA DEPARTMENT OF INDUSTRIAL RELATIONS UNEMPLOYMENT COMPENSATION, MONTGOMERY, AL, TO PAY FOR WORKER COMPENSATION ASSESSMENT 2009 INVOICES.
SAP PURCHASE ORDER # 2000048430 \$8,753.23 TOTAL
20. COOPER GREEN MERCY HOSPITAL FROM MEDICAL STAFFING NETWORK, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY NURSING SERVICES.
SAP PURCHASE ORDER # 2000040384 \$6,231.64 TOTAL REFERENCE BID # 158-09
COMMISSION APPROVED ON 12/15/2009.
21. JEFFERSON COUNTY REHABILITATION AND HEALTH CENTER FROM AMT MEDICAL STAFFING, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY STAFFING SERVICES.
SAP PURCHASE ORDER # 2000038659 \$250,000.00 TOTAL REFERENCE BID # 161-09
COMMISSION APPROVED ON 12/15/2009
22. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRC STAFFING, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY STAFFING SERVICES.
SAP PURCHASE ORDER # 2000046980 \$6,849.29 TOTAL REFERENCE BID # 161-09
COMMISSION APPROVED ON 12/15/2009.
23. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELECT MEDICAL REHABILITATION, PITTSBURG, PA, FOR PHYSICAL THERAPY SERVICES. SAP PURCHASE ORDER # 2000043330 \$350,000.00 TOTAL
REFERENCE BID # 95-10 COMMISSION APPROVED ON 5/11/10.
24. COOPER GREEN MERCY HOSPITAL FROM ALL AROUND TEMPS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SUPPLEMENTAL STAFFING SERVICES.
SAP PURCHASE ORDER # 2000040128 \$15,000.00 TOTAL REFERENCE BID # 161-09
COMMISSION APPROVED ON 12/15/09.
25. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM FULLER FIVE LANDSCAPE SUPPLY, CUSSETA, AL, FOR OPEN PURCHASE ORDER FOR RED ROCK ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048510 \$5,000.00 TOTAL REFERENCE BID # 84-09
26. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR GRAVEL, STONE AND SLAG ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 4/1/11. SAP PURCHASE ORDER # 2000048452 \$50,000.00 TOTAL
REFERENCE BID # 93-08
27. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR GRAVEL AND STONE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 4/1/11. SAP PURCHASE ORDER # 2000048429 \$150,000.00 TOTAL REFERENCE BID # 93-08
28. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM WADE SAND AND GRAVEL, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR GRAVEL AND STONE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048402 \$25,000.00 TOTAL
REFERENCE BID # 93-08
29. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR RIP RAP ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 4/1/11. SAP PURCHASE ORDER # 2000048408 \$20,000.00 TOTAL REFERENCE BID # 93-08
30. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ESTES EQUIPMENT COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR FUELING SITE MAINTENANCE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048426 \$7,000.00 TOTAL REFERENCE BID # 208-10
31. JEFFERSON REHABILITATION AND HEALTH CENTER FROM REGIONAL BIO-MEDICAL LABORATORY, GADSDEN, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDERS FOR LAB TESTING SERVICES.
SAP PURCHASE ORDER # 2000043283 \$13,000.00 TOTAL REFERENCE BID # 82-10

COMMISSION APPROVED ON 5/11/10.

32. GENERAL SERVICES FROM A D I, BIRMINGHAM, AL, FOR ELECTRONIC SUPPLIES.
REFERENCE BID # 229-10 \$23,913.31 TOTAL
33. GENERAL SERVICES FROM MAYER ELECTRIC, BIRMINGHAM, AL, FOR ELECTRICAL SUPPLIES.
SAP PURCHASE ORDER # 2000048281 \$25,000.00 TOTAL REFERENCE BID # 92-10
34. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, FOR MECHANICAL WATER TREATMENT. SAP PURCHASE ORDER # 2000048336 \$34,344.00 TOTAL
REFERENCE BID # 271-08
35. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM KNOX PEST CONTROL, PELHAM, AL, FOR (MONTHLY) PEST CONTROL SERVICES. SAP PURCHASE ORDER # 2000048437 \$16,975.00 TOTAL
REFERENCE BID # 262-08
36. VARIOUS JEFFERSON COUNTY DEPARTMENTS (EXCLUDING ENVIRONMENTAL SERVICES) FROM A T & T MOBILITY, CAROL STREAM, IL, FOR CELLULAR TELEPHONES. SAP PURCHASE ORDER # 2000048460
\$37,500.00 TOTAL STATE OF ALABAMA CONTRACT # T-301
37. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FOR WASTE COLLECTION AND DISPOSAL SERVICE. SAP PURCHASE ORDER # 2000048474 \$50,956.64 TOTAL
REFERENCE BID # 175-10
38. SHERIFF: BIRMINGHAM JAIL CORRECTIONS FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FOR WASTE COLLECTION AND DISPOSAL SERVICE. SAP PURCHASE ORDER # 2000048475 \$36,000.00 TOTAL
REFERENCE BID # 175-10
39. VARIOUS JEFFERSON COUNTY DEPARTMENTS (EXCLUDING ENVIRONMENTAL SERVICES) FROM NEXTEL COMMUNICATIONS, CAROL STREAM, IL, FOR CELLULAR AND TWO-WAY COMMUNICATION.
SAP PURCHASE ORDER #'s 2000048477 \$ 26,200.00
 2000048478 5,800.00
 2000048479 23,620.00
 2000048480 14,300.00
 2000048481 19,500.00
 2000048482 7,730.00
 2000048483 12,000.00
 2000048484 8,150.00
 2000048486 5,810.00
 2000048488 5,700.00
 2000048489 12,350.00
 2000048490 6,530.00
 2000048491 8,200.00
 2000048492 7,450.00
 2000048511 7,880.00

REFERENCE BID # 211-09 \$171,220.00 TOTAL
40. LAND DEVELOPMENT FROM CCA FINANCIAL, RICHMOND, VA, FOR THE LEASE OF XEROX 7755 COPIER FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048453 \$5,585.40 TOTAL
REFERENCE BID # 96-10
41. PURCHASING DEPARTMENT FROM CCA FINANCIAL, RICHMOND, VA, FOR THE LEASE OF XEROX 7755 COPIER FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048441 \$6,402.27 TOTAL
REFERENCE BID # 96-10
42. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SOUTHERN ORTHOPEDICS, ATLANTA, GA, TO PAY INVOICE FOR LEFT RADIAL HEAD FOR PATIENT MECCLENNEY. SAP PURCHASE ORDER # 2000048501
\$5,320.00 TOTAL
43. ALL DEPARTMENTS FROM ECOLAB, ST. PAUL, MN, TO PURCHASE WAREWASHING PRODUCTS FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 183-10 \$100,834.07 TOTAL
- Motion was made by Commissioner Carns seconded by Commissioner Humphries that the Purchasing Minutes be approved. Voting "Aye" Carns, Humphries and Collis.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
10/26/2010

DISTRICT 1	1000193	JEFFERSON CO TREASURER	SHEENA ROBERTS- CGAT AP	COMMUNITY DEVELOPMENT	3.69	1900044269
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SHEENA ROBERTS- CGAT AP	COMMUNITY DEVELOPMENT	3.69	1900044269
DISTRICT 1	1000194	GENERAL RETIREMENT SYS	DAVID FLOYD JR. MILITARY CONVERSION	CGH: RECOVERY	2,135.59	1900044280
DISTRICT 1	1000194	GENERAL RETIREMENT SYS	DAVID FLOYD JR. MILITARY CONVERSION	CGH: RECOVERY	2,135.59	1900044280
DISTRICT 1	1003333	AMERICAN MEDICAL ASSOC	AMER MEDICAL ASSN DR SIMMONS 2011	CORONER/MEDICAL EXAMINER	280.00	1900044231
DISTRICT 1	1003333	AMERICAN MEDICAL ASSOC	AMER MEDICAL ASSN DR DAVIS 2011	CORONER/MEDICAL EXAMINER	420.00	1900044230
DISTRICT 1	1003333	AMERICAN MEDICAL ASSOC	AMER MEDICAL ASSN DR BRISSIE 2011	CORONER/MEDICAL EXAMINER	420.00	1900044229
DISTRICT 1	1006030	AL SOCIETY FOR HEALTHCARE	MEMBERSHIP DUES-S.CLEVELAND	CGH: ADMINISTRATION	75.00	1900044257
*DISTRICT 1					8,973.56	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MILEAGE - MANDY	LAND DEVELOPMENT	74.12	1900044247
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MILEAGE - BO	LAND DEVELOPMENT	56.30	1900044245
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MILEAGE - BO	LAND DEVELOPMENT	56.30	1900044245
*DISTRICT 2					186.72	
DISTRICT 3	1000055	AMERI PUBLIC WORKS ASN	MEMBERSHIP DUES FOR M HARTER	EMERGENCY MANAGEMENT AGENCY	141.00	1900044239
DISTRICT 3	1000071	ASSN OF COUNTY ENGINEERS	2011 ASSOC OF COUNTY ENGINEERS DUES	R&T: ADMINISTRATION	337.50	1900044234
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SCREWS, BOLTS, CDL TEST, DRILL BITS	R&T: BRIDGE MAINT/CONSTR	220.50	1900044232
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PENCILS;COPIES FOR ROW CLASS	R&T: RIGHT OF WAY	5.59	1900044442
DISTRICT 3	1002077	INTNL ASSOC OF EMERGENCY	MEMBERSHIP DUES-KNIPHFER/HARTER	EMERGENCY MANAGEMENT AGENCY	340.00	1900044238
*DISTRICT 3					1,044.59	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PLUMBER'S CERT & POSTAGE STAMPS BOR	GEN SVCS: ADMINISTRATION	306.00	1900044271
DISTRICT 4	1000193	JEFFERSON CO TREASURER	KRONOS EQUIPMENT RETURNED FOR REPAIR	GEN SVCS: ADMINISTRATION	7.94	1900044176
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE AND SPOT REMOVER	GEN SVCS: ADMINISTRATION	76.68	1900044191
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FIRST AID KITS, BUSINESS DUES, POSTAGE	FC ADMIN SERVICES	370.48	1900044222
DISTRICT 4	1000587	JEFF CO TREASURER	VOTER LIST FOR JULY 13, 2010 ELECTION	BD OF REGISTRARS	20,600.50	1900044441
DISTRICT 4	1000587	JEFF CO TREASURER	VOTER LIST FOR JULY 13, 2010 ELECTION	BD OF REGISTRARS	20,600.50	1900044441
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	120.08	1900044163
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	14.50	1900044159
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BESSEMER 8/28/10	REVENUE	55.40	1900044162
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	120.08	1900044163
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BESSEMER 8/28/10	REVENUE	55.40	1900044162
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	14.50	1900044159
DISTRICT 4	1003211	THE BANK OF NEW YORK	EXTRAORDINARY SERVICES 2001-A	FINANCE ADMINISTRATION	2,840.00	1900044463
DISTRICT 4	1003211	THE BANK OF NEW YORK	GEN OBLIGATION WARRANTS 2001-B 7/1/09-6/30/10	FINANCE ADMINISTRATION	10,000.00	1900044462
DISTRICT 4	1003211	THE BANK OF NEW YORK	GEN OBLIGATION WARRANTS 2001-B 7/1/09-6/30/10	FINANCE ADMINISTRATION	10,000.00	1900044462
DISTRICT 4	1003211	THE BANK OF NEW YORK	EXTRAORDINARY SERVICES 2001-A	FINANCE ADMINISTRATION	2,840.00	1900044463
*DISTRICT 4					68,022.06	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY BACKUP, WIRE ROPE CLIPS, PAINT	ES: TURKEY CREEK WWTP	142.51	1900044049
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VALVES, UNIONS, TOOLS, OFFICE SUPPLIES	ES: CAHABA RIVER WWTP	605.19	1900044440
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LUMBER,U-BOLTS,WEDGE,BUSHINGS,LOCKNUT	ES: PACKAGE WWTP & PUMP STATIO	265.30	1900044183
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASHER;VALVES;CARTRIDGE;WELDING RODS	ES: FIVE MILE MAINTENANCE SHOP	563.74	1900044196
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAMPLE JUGS, TRACTOR & WEED EATER PARTS	ES: VALLEY CREEK WWTP	287.66	1900044064
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT;INK CARTRIDGES	ES: FIVE MILE CREEK WWTP	629.79	1900044197
DISTRICT 5	1000193	JEFFERSON CO TREASURER	50 FOOT CAT	ES: INSTRUMENT SHOP	18.17	1900044165
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USE PERSONAL CAR TO ANSWER ALARM CALL	ES: LEEDS WWTP	18.23	1900044283
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER CART, BREAKER, PAINT & LOCK REPAIR	ES: VALLEY CREEK WWTP	237.79	1900044065
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL DRIVERS LICENSE REIMBURSMNT	ES: BIOSOLIDS HANDLING	29.75	1900044237
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PC FOR 2G MEM CARD FOR DIGITAL CAMERA	ES: INSP ENG & CONSTRUCTION	9.88	1900044119
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ODOR CONTROL CONCENTRATE	ES: PACKAGE WWTP & PUMP STATIO	445.29	1900044270
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SEE DOC 1900044440 LEFT OFF 1.00	ES: CAHABA RIVER WWTP	1.00	1900044480
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMINISTRATION	15.25	1900044249
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ODOR CONTROL CONCENTRATE	ES: PACKAGE WWTP & PUMP STATIO	445.29	1900044270
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PC FOR 2G MEM CARD FOR DIGITAL CAMERA	ES: INSP ENG & CONSTRUCTION	9.88	1900044119
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMINISTRATION	15.25	1900044249
*DISTRICT 5					3,739.97	
JOINT RESPON	1000193	JEFFERSON CO TREASURER	DAWN DETERGENT FOR JAIL KITCHEN	SHER CORRECT-BIRMINGHAM	49.90	1900044274
JOINT RESPON	1000832	DONALD R MCALLISTER	MILEAGE 8/5/10 - 09/30/10	BD OF EQUAL - BHAM STATE	110.97	1900044412
JOINT RESPON	1000832	DONALD R MCALLISTER	LOCAL MILEAGE OCTOBER 2010	BD OF EQUAL - BHAM STATE	38.88	1900044467
JOINT RESPON	1000832	DONALD R MCALLISTER	MILEAGE 8/5/10 - 09/30/10	BD OF EQUAL - BHAM STATE	110.97	1900044412
JOINT RESPON	1000892	APPRAISAL INSTITUTE	APPRAISAL JOURNAL/VALU INSIGHT/PERSPECT	BD OF EQUAL - BHAM STATE	73.00	1900044456
JOINT RESPON	1006118	KARISA MORRIS	TUITION REIMBURSEMENT FOR KARIS MORRIS	PER BD: TESTING	600.00	1900044093
JOINT RESPON	1006118	KARISA MORRIS	TUITION REIMBURSEMENT FOR KARIS MORRIS	PER BD: TESTING	600.00	1900044093
*JOINT RESPON					1,583.72	
**					83,550.62	

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

REQUEST FOR CERTIFICATION

Department of Revenue - Birmingham

Account Assistant I - 2 positions

Tax Assessor - Bessemer

Accounting Assistant II

GIS Tech II - 2 positions & 1 provisional

Economic Development

Administrative Assistant I

Sr. Administrative Analyst - regular & provisional

Human Resource Planner - 3 regular & 3 provisional

Land Development

Administrative Coordinator

General Services - General Administration

Sr. Administrative Analyst

Skilled Laborer - 3 positions

Maintenance Repair Worker - 8 positions

Building Maintenance Worker

Building Maintenance Supervisor

Laborer - 2 positions
Roads & Transportation - Highway Engineering & Construction
Engineering Inspector
Jefferson Rehabilitation & Health Center - Environmental Services
Part-Time Housekeeping Assistant - 4 positions
Jefferson Rehabilitation & Health Center - Dietary
Food Service Assistant
Part-Time Food Service Assistant
Part-Time Cook - 2 positions
Dietitian
Jefferson Rehabilitation & Health Center - Nursing Service - Nursing Facility
Occupational Therapist
Speech Language Pathologist
Physical Therapist
Cooper Green Mercy Hospital - Lab - Pathology
Sr. Medical Secretary
Cooper Green Mercy Hospital - Radiology
Diagnostic Imaging Technician - 2 positions
Cooper Green Mercy Hospital - Linen
Housekeeping Assistant
Cooper Green Mercy Hospital - Quality Management
Administrative Assistant II

Motion was made by Commissioner Humphries seconded by Commissioner Carns, that the Request for Certification be approved.
Voting "Aye" Humphries, Carns and Collins.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Emergency Management Agency \$70,000

Increase expenditures by shifting budget from EMA's Reserve Fund Balance to increase the EMA repair siren maintenance other materials and supplies account and to increase other subventions and grant account. No Additional Funds Required.

2. Roads & Transportation - Fleet Management \$19,186.84

Increase revenue and expenditures to record auction proceeds and to set up funds for auction fees and equipment purchases. No Additional Funds Required.

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

Oct-26-2010-1010

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Leeds; 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: 8310 Bryant Avenue, Leeds, AL 35094

Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated July 20, 2010, in the original amount of \$109,000.00 and recorded in Book LR 200912 Page 15553, in the Probate Office of Jefferson County, Alabama,

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the

above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, A BODY POLITIC does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated July 20, 2010, in the original amount of \$109,000.00 and recorded in Book LR 200912 Page 15553, 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 day of , 2010.

JEFFERSON COUNTY, ALABAMA, a body politic

Bettye Fine Collins

President of Jefferson County Commission

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

Oct-26-2010-101

WHEREAS, Greater Birmingham Habitat for Humanity executed that certain mortgage for the construction of the single family houses in the North Smithfield area of unincorporated Jefferson County; and

WHEREAS, new homes in the North Smithfield community have been completed and sold to qualified homebuyers through Jefferson County's Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said lots are identified as follows:

Lots 1, 5, 6, 8, 11, 13, 15, and 16, according to the Survey of North Smithfield Manor Allen Street Addition, as recorded in Map Book 232, Page 49, in the Probate Office of Jefferson County, Alabama.

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

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

Oct-26-2010-1012

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2010 Action Plan; and

WHEREAS, the grant assistance that is approved is \$2,219,874 for the CDBG Program, \$1,029,858 for the HOME Program, and \$90,320 for the ESG Program. The total allocation for Jefferson County is \$3,340,052; and

WHEREAS, these funds will be utilized to address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for low income persons;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is authorized to sign HUD 7082 which incorporates the CDBG Entitlement Agreement, HUD 40093 which incorporates the HOME Investment Partnership Agreement, and the ESG Program Agreement Funding Approvals. Execution of these forms constitutes the agreement between the Department of Housing and Urban Development (HUD) and Jefferson County, Alabama for the 36th Program Year.

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

Oct-26-2010-1013

WHEREAS, Asbestos Workers Local 78 desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period November 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Asbestos Workers Local 78 for Program Year 2010.

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

Oct-26-2010-1014

WHEREAS, Asbestos Workers Local 78 desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period November 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Asbestos Workers Local 78 for Program Year 2010.

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

Oct-26-2010-1015

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for the University of Alabama at Birmingham (UAB), School of Health Professions for Cooper Green Mercy Hospital to provide clinical education for graduate Surgical Physician Assistant Program students. This is a no cost agreement.

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

Oct-26-2010-1016

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Statement of Work, Sales Quote (confirms the products and services) and Sales Agreement between Jefferson County, Alabama and Dynamix Group, Inc. to provide hardware servers for hosting the HIS-EMR software system in the amount of \$138,910. No additional funds are required.

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

Commissioner Smoot came into Commission Chambers.

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

DISPOSALS:

ROADS & TRANSPORTATION - R.O.W. BUSA-5300

120000001539	EDP EQ MISC P .C AA - AT10	OBSOLETE/NO LONGER IN DEPT
130000000014	ARCVIEW SOFTWARE	OBSOLETE/LANDFILL
130000000015	ARCVIEW SOFTWARE	OBSOLETE/LANDFILL
130000000021	ARCVIEW 3.2 SOFTWARE	OBSOLETE/LANDFILL
130000000022	ARCVIEW 3.2 SOFTWARE	OBSOLETE/LANDFILL
130000000023	ARCVIEW 3.2 SOFTWARE	OBSOLETE/LANDFILL
130000000024	ARCVIEW 3.2 SOFTWARE	OBSOLETE/LANDFILL
130000000025	ARCVIEW 3:2 SOFTWARE	OBSOLETE/LANDFILL
130000000026	ARCVIEW 3.2 SOFTWARE	OBSOLETE/LANDFILL
130000000027:	ARCVIEW 3:2 SOFTWARE	OBSOLETE/LANDFILL
130000000296:	ARC/INFO WINDOWS NT-INTEL	OBSOLETE/NO LONGER IN DEPT
130000000297.	ARC VIEW SOFTWARE	OBSOLETE/LANDFILL
130000000298	ARC VIEW SOFTWARE	OBSOLETE/LANDFILL
140000001054	PERSONAL COMPUTERS	OBSOLETE/NO LONGER IN DEPT
140000001055	PERSONAL COMPUTERS	OBSOLETE/NO LONGER IN DEPT
140000001056	PERSONAL COMPUTERS	OBSOLETE/NO LONGER IN DEPT
140000001057	PERSONAL COMPUTERS	OBSOLETE/NO LONGER IN DEPT
140000001058	PERSONAL COMPUTERS	OBSOLETE/NO LONGER IN DEPT
140000001059	PERSONAL COMPUTERS	OBSOLETE/NO LONGER IN DEPT
140000001060	PERSONAL COMPUTERS	OBSOLETE/NO LONGER IN DEPT
140000004934	LASER PRINTER	OBSOLETE/NO LONGER IN DEPT
140000005317 :	PRINTER	OBSOLETE/NO LONGER IN DEPT
140000005318	PRINTER	OBSOLETE/NO LONGER IN DEPT
140000005319	PRINTER	OBSOLETE/NO LONGER IN DEPT
140000005320	PRINTER	OBSOLETE/NO LONGER IN DEPT
140000005321	PRINTER	OBSOLETE/NO LONGER IN DEPT
140000005322	PRINTER	OBSOLETE/NO LONGER IN DEPT
140000005793	SUN COMPUTER UPGRADE	OBSOLETE/NO LONGER IN DEPT
140000005844	HP COLOR LASER JET PRINTER	OBSOLETE/NO LONGER IN DEPT
140000006146	GIS P C W 20" MONITOR	OBSOLETE/NO LONGER IN DEPT
140000006147	G IS P C W 20" MONITOR	OBSOLETE/NO LONGER IN DEPT
140000006148	GIS P C W 20" MONITOR	OBSOLETE/NO LONGER IN DEPT
140000006149	GIS P C W 20" MONITOR	OBSOLETE/NO LONGER IN DEPT
140000006150	GIS P C W 20" MONITOR	OBSOLETE/NO LONGER IN DEPT
140000006151	GIS P C W 20" MONITOR	OBSOLETE/NO LONGER IN DEPT
160000003992	TRAILER PUMP CENTER	OBSOLETE/NO LONGER IN DEPT
160000004436	SUN MASS STORAGE ARRAY 1/2 COST	OBSOLETE/NO LONGER IN DEPT
160000004975	VIDAR TRUSCAN TITAN CLR SCANNER	BROKEN/LANDFILL
120000001544	EVEREX	OBSOLETE/NO LONGER IN DEPT
140000004736	EDP EQ PRINTER BRO DAISY WH	OBSOLETE/NO LONGER IN DEPT

TRANSFERS:

		FROM:	TO:
140000001053	NOTE BOOK COMPUTERS	5300	5200
140000001109	PRINTER-HEWLETT 8500N	5300	5200
140000003602	DELL STD PC	5100	5300
140000003607	DELL STD PC	5100	5300
140000003609	DELL STD PC	5100	5300
140000003610	DELL STD PC	5100	5300
140000003611	DELL STD PC	5100	5300
140000003612	DELL STD PC	5100	5300
140000003613	DELL STD PC	5100	5300
140000003614	DELL STD PC	5100	5300
140000003619	DELL STANDARD PC	5100	5300
140000003620	DELL STANDARD PC	5100	5300

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

WHEREAS, the Jefferson County Commission recognizes the need for a public transportation program; and

WHEREAS, the Jefferson County commission is recognized as a member of the Jefferson/Shelby Rural Transportation Steering Committee; and

WHEREAS, the Jefferson County Commission recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation includes a local match of 50% for operating expenses and 20% for administration and capital expenses; and

WHEREAS, the Jefferson County Commission recognizes that the focal match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Non-urbanized Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission hereby commits the amount of \$300,000 as local non-federal match for capital, administrative and operations expenditures under the Section 5311 Non-urbanized Area Public Transportation Program during Fiscal Year 2011.

Passed and adopted this the 26th day of October, 2010

Elected Official

ATTEST:

Clerk

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

Oct-26-2010-1019

E-911 Dispatch Support for Center Point Fire District

WHEREAS, the Center Point Fire District provides 9-1-1 dispatch service to the City of Center Point, City of Clay, half of the City of Pinson and other unincorporated areas in Northeast Jefferson County; and

WHEREAS, Jefferson County receives funding for 9-1-1 dispatch service from taxes on telephone service; and

WHEREAS, Jefferson County has not provided funding to the Center Point Fire District in the past; and

WHEREAS, the Center Point Fire District has requested funding in the amount of \$5,730.00 per month; and

WHEREAS, the Finance Department has reviewed the revenues of the 9-1-1 taxes and related expenditures and has determined that the amount requested is reasonable and that there are funds available; and

WHEREAS, it is in the best interest of the health and safety of residents of Center Point and the County as a whole to provide funding for emergency services.

NOW THEREFORE SE IT RESOLVED, by the Jefferson County Commission that the Chief Financial Officer is hereby directed to provide funding to the Center Point Fire District for 9-1-1 dispatch service in the amount of \$5,730.00 per month beginning October 1, 2010 for a period of one year ending September 30, 2011, provided that 9-1-1 taxes continue to be received by Jefferson County.

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

Oct-26-2010-1020

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Engineering Services Associates, Inc. to provide information concerning financial assurance costs for the active solid waste disposal facilities for fiscal years 2007/2008, 2008/2009 and 2009/2010 in an amount not to exceed \$39,547.20. No additional funds required.

AGREEMENT TO PROVIDE ENGINEERING SERVICES FOR THE JEFFERSON COUNTY

LANDFILL FINANCIAL ASSURANCE DETERMINATION,

FY 2007/2008, 2008/2009 and 2009/2010

This AGREEMENT made by and between Jefferson County, in the State of Alabama, as party of the First Part, hereinafter referred to as the COUNTY, and ENGINEERING SERVICE ASSOCIATES, INC., as party of the Second Part, hereinafter referred to as the

CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for consideration hereinafter mentioned with payment to be administered by the COUNTY to furnish professional engineering services associated with the LANDFILL FINANCIAL ASSURANCE DETERMINATION, FY 2007/2008, 2008/2009 and 2009/2010.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows.

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standard adopted by the COUNTY and shall ascertain the written practices for the Jefferson County Finance Department prior to beginning any of the work on this project. All work required under this AGREEMENT shall be performed in accordance with these standard practices.

Section 1 - Obligation of CONSULTANT to COUNTY:

The CONSULTANT will provide necessary engineering, reporting, and administrative services as required by the COUNTY to provide information concerning financial assurance costs for the active solid waste disposal facilities for the fiscal years 2007/2008, 2008/2009 and 2009/2010. The engineering, reporting, and administrative tasks will consist of the following activities for each fiscal year's report:

1. The CONSULTANT will determine the COUNTY'S contribution in the Financial Assurance Fund for Landfill No. 1 and Landfill No. 2 as of September 30th for each fiscal year designated above.
2. The CONSULTANT will contact Santek Environmental and obtain their data concerning the overall and remaining airspace in the two landfills and their estimate of the waste volumes disposed of as of the cutoff date.
3. The CONSULTANT will incorporate any in-house data pertinent to this report into the analysis.
4. The CONSULTANT will determine the total required value in the Financial Assurance Fund based upon the estimated costs to close each landfill (using a third party contractor) plus the post-closure maintenance and monitoring costs for 30 years following closure.
5. The CONSULTANT will determine the difference in what the COUNTY has already contributed and the revised COUNTY share.

Section 2 - Obligation of the COUNTY to the CONSULTANT:

It is understood that the COUNTY will:

1. The COUNTY agrees that the format used for the FY2006-2007 Financial Assurance Report is acceptable.
2. The COUNTY will inform the CONSULTANT of what individuals or groups within the COUNTY hierarchy are to be briefed on the results of this study, and what format and venue this briefing should take.
3. The COUNTY will identify a Primary Contact at the COUNTY who the CONSULTANT will report to and coordinate with.
4. The COUNTY will authorize Santek Environmental to cooperate fully with the CONSULTANT in the development of this report.

Section 3 - Conferences and Visits to Site:

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to the project.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

Section 1:

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within five (5) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
2. Provided that the data furnished by others is in a readily usable format, CONSULTANT will complete the scope of work as outlined in this AGREEMENT within thirty (30) days after receipt of each year's data.
3. 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 AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

ARTICLE III - PAYMENT

Section 1 - Payment:

1. For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefor, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows.
2. For the work contemplated under Article I. Section 1, compensation will be computed on the basis of Cost Plus Fixed Fee contract. The Cost Plus Fixed Fee will include a maximum engineering cost of Thirty-Five Thousand Three Hundred and Ten Dollars (\$35,310.00), plus a lump sum professional fee of Four Thousand Two Hundred Thirty-Seven Dollars and Twenty Cents (\$4,237.20), for a total maximum contract amount of Thirty-Nine Thousand Five Hundred Forty Seven Dollars and Twenty Cents, (\$39,547.20) as shown below and in Attachment 1. The contract amount and will not be exceeded except by formal amendment to this AGREEMENT.

Engineering Services	\$34,860.00
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Other Direct Cost	\$ 450.00
Professional Fee	\$ 4, 237.20
Total Contract Amount	\$39,547.20

3. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the Finance Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

Section 2 - Final Payment as a Release:

1. The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exist because of extra work required at the request of the COUNTY.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1 - Changes of Work:

1. If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of their AGREEMENT and constitutes extra work, the CONSULTANT will within ten (10) days notify the COUNTY in writing and receive approval from the COUNTY that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement.

2. Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

Section 2 - Ownership of Engineering Documents:

1. Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY.

Section 3 - Consultant's Endorsement:

1. The CONSULTANT shall endorse the original title or cover sheet of all reports, maps and other engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

Section 4 - Delays and Extensions:

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

Section 5 - Termination or Abandonment:

1. The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its pleasure upon ten- (10) day's written notice and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

a. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payment previously made.

b. The amount of the expense incurred by the CONSULTANT in performing the work prior to the termination in proportion to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of work contemplated by this AGREEMENT.

c. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT will be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

Section 6 - Controversy:

1. In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT or compensation therefor, the decision of the Jefferson County Chief Finance Officer in the matter shall be final and conclusive, for both parties.

Section 7 - Responsibility for Claims and Liability:

1. The CONSULTANT 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 AGREEMENT. CONSULTANT 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.

2. The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense 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 breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$1,000,000.00
Automobile and Property Damage Liability Insurance.	\$1,000,000.00
Professional Liability Insurance	\$1,000,000.00

4. A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing indemnity Agreement shall not be limited by reason of any insurance coverage provided.

Section 8 - General Compliance with Laws:

1. The CONSULTANT shall comply with the provisions of the Labor Law, all Alabama State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinance and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

Section 9 - Subletting, Assignment or Transfer:

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

Section 10 - Employment of County Workers:

1. The CONSULTANT shall not engage, in full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

2. The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

3. NO COUNTY official or employee of the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

Section 11 -Control:

1. All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the COUNTY.

Section 12 - Conditions Affecting Work:

1. The CONSULTANT 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 hereof. Any failure by the CONSULTANT 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 AGREEMENT, unless such understandings or representations by the COUNTY are expressly stated herein.

2. The CONSULTANT and subcontractor 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 the date of final payment of the COUNTY Funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY Government, and copies thereof shall be furnished if requested.

3. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

a. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.

b. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

c. Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

ARTICLE V

Section 1 - Executory Clause:

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and the COUNTY beyond the monies available shall incur no liability for the purpose.

2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and then he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to workmen compensation coverage, or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ENGINEERING SERVICE ASSOCIATES, INC. on the day of 2010, and the COUNTY on the day of 2010.

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, P.E., President

RECOMMENDED:

Jeff Hager, Chief Financial Officer - Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

Bettye Fine Collins, President

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

Oct-26-2010-1021

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Nohab Business Products for the purchase of dot matrix and all-in-one printers, for various County departments and PACA members on an as-needed basis and budgeted by the various departments, in an amount not to exceed \$50,000 for FY10-11.

CONTRACT NO: CON-00001427

PRINTER CONTRACT

THIS AGREEMENT entered into this 1st October 2010, by and between Jefferson County Alabama, hereinafter called "the County", and NOHAB BUSINESS PRODUCTS, LLC called "the Contractor". The effective date of this agreement shall be October 1, 2010. WHEREAS, the County desires to furnish said goods to the Jefferson County Commission various departments and Purchasing Association of Central Alabama (PACA) Members on an as-needed basis, and

WHEREAS, the Contractor desires to furnish said goods and services to the County and Purchasing Association of Central Alabama (PACA) Members;

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 GOODS & SERVICES: This contract results from Jefferson County's Request for RFP No. 145-10. The RFP describes the scope of goods and the Response contains the statements and representations of the Contractor, thereto. The contractor shall provide entire Line items of All-In-One and Dot Matrix type printers and optional accessories. The entire response from NOHAB BUSINESS PRODUCTS, LLC constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods is as follows, but not limited to:

	DESCRIPTION	AMOUNT
	SECTION C: DOT MATRIX PRINTERS	
ITEM 1	PRINTER, DOT MATRIX, Mannesmann Tally T2150 or approved equal Manufacturer & Product Numbers Printroniz T2150	\$ 1,008.16 each
ITEM 2	PRINTER, DOT MATRIX, Mannesmann Tally T2265 or approved equal Manufacturer & Product Numbers Printroniz T2280	\$ 2,182.29 each
ITEM 3	PRINTER, DOT MATRIX, Mannesmann Talley T-2240/24 or approved equal Manufacturer & Product Numbers Printroniz T2240/24	\$ 581.03 each
ITEM 4	PRINTER, DOT MATRIX, Mannesmann Tally T2340/24 or approved equal Manufacturer & Product Numbers Printronix T2340/24	\$ 631.99 each
ITEM 5	PRINTER, DOT MATRIX, Narrow Carriage, Okidata Microline 590 or approved equal Manufacturer & Product Numbers Printroniz T2150	\$ 427.41 each

	DESCRIPTION	AMOUNT
	SECTION D: ALL-IN-ONE PRINTERS	
ITEM 1	ALL-IN-ONE PRINTER, FAX, SCANNER, COPIER, HP Officejet J4580 or approved equal Manufacturer & Product Numbers HP Office Jet J4580	\$ 118.32 each
ITEM 2	ALL-IN-ONE PRINTER, FAX, SCANNER, COPIER, HP Officejet L7780 or approved equal Manufacturer & Product Numbers HP Office Jet Pro 8500	\$ 305.41 each

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
The Contractor shall be available to render goods to Jefferson County Commission various departments and PACA members on an as-needed basis any time after the effective date of this Contract. The Contract term expires on September 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.
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.

16. 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.

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 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.

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

Bettye Fine Collins, President
 Jefferson County Commission
 WITNESSES: NOHAB PRODUCTS, LLC
 Brain W. Kittrell

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

Oct-26-2010-1022

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Dell Marketing for the purchase of laser and inkjet printers and accessories, for various County departments and PACA members on an as-needed basis and budgeted by the various departments, in an amount not to exceed \$100,000.

CONTRACT NO 145-10

PRINTER CONTRACT

THIS AGREEMENT entered into this 1st October 2010, by and between Jefferson County Alabama, hereinafter called "the County", and DELL MARKETING LP called "the Contractor". The effective date of this agreement shall be October 1, 2010. WHEREAS, the County desires to furnish said goods to the Jefferson County Commission various departments and Purchasing Association of Central Alabama (PACA) Members on an as-needed basis, and

WHEREAS, the Contractor desires to furnish said goods to the County and Purchasing Association of Central Alabama (PACA) Members;

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 GOODS: This contract results from Jefferson County's Request for RFP No. 145-10. The RFP describes the scope of goods called for and the Response contains the statements and representations of the Contractor, thereto. The contractor shall provide entire line items of laser printers, Inkjet printers and optional accessories. The entire response from DELL MARKETING LP constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods are as follows, but not limited to:

	DESCRIPTION	AMOUNT
	SECTION A: LASER PRINTERS	
ITEM 1	NETWORK LASER PRINTER Hewlett Packard LaserJet P4015n or approved equal Manufacturer & Product Numbers Dell 5350	\$ 1,139.25 each
ITEM 1A	1500-SHEET TRAY AND FEEDER UNIT, 2444B	\$ 512.99 ea
ITEM 1B	75-SHEET ENVELOPE FEEDER, PART# 2438B	\$ 237.49 ea
ITEM 1C	500-SHEET STACKER, PART# 2442B	\$ 189.99 ea
ITEM 1D	500-SHEET STAPLER/STACKER, PART# 2443B	\$ 249.99 ea
ITEM 2	NETWORK LASER PRINTER, Hewlett Packard LaserJet P4515n or approved equal Manufacturer & Product Numbers Dell 553ODN	\$ 1,350.30 each
ITEM 2A	1500-SHEET TRAY AND FEEDER UNIT, 2444B	\$ 512.99 ea
ITEM 2B	75-SHEET ENVELOPE FEEDER, PART# 2438B	\$ 265.99 ea
ITEM 2C	500-SHEET STACKER, PART# 2442B	\$ 148.19 ea
ITEM 2D	500-SHEET STAPLER/STACKER, PART# 2443B	\$ 275.49 ea
ITEM 3	COLOR LASER PRINTER, Hewlett Packard Color LaserJet CP3525n or approved equal Manufacturer & Product Numbers Dell 313OCN	\$ 329.40 each
ITEM 3A	500-SHEET INPUT TRAY, PART# C5985A	\$ 217.55 ea
ITEM 4	COLOR LASER PRINTER, Hewlett Packard Color LaserJet 4700n or approved equal Manufacturer & Product Numbers Dell 5130CDN	\$ 929.40 each
ITEM 4A	500-SHEET FEEDER W/TRAY, PART# C7499A	\$ 236.55 ea
ITEM 5	LASER PRINTER, Hewlett Packard LaserJet P 1505or approved equal Manufacturer & Product Numbers Dell 1130N	\$ 146.30 each
ITEM 6	LASER PRINTER, Hewlett Packard LaserJet P2055dn or approved equal Manufacturer & Product Numbers Dell 2330DN	\$ 202.80 each
ITEM 6A	16MB DIMM, PART #C7843A	No bid
ITEM 6B	32MB DIMM, PART #C7845A	\$ 56.99 ea
ITEM 6C	64MB DIMM, PART #Q1887A	\$ 75.99 ea
ITEM 7	LASER PRINTER, Hewlett Packard LaserJet P3015n or approved equal Manufacturer & Product Numbers Dell 3330DN	\$ 433.30 each
ITEM 7A	64MB DIMM, PART #C2625A	\$ 56.99 ea

ITEM 7B	128MB DIMM, PART #C2626A	\$ 75.99 ea
ITEM 7C	256MB DIMM, PART #Q26267A	\$ 113.99 ea

SECTION B: INKJET PRINTERS

ITEM 1	NETWORK LASER PRINTER Hewlett PackardPDeskjet K8600 or approved equal Manufacturer & Product Number s Epson Workforce 1100	\$ 179.99 each
ITEM 2	NETWORK LASER PRINTER, Hewlett Packard LaserJet P4515n or approved equal Manufacturer & Product Number s Dell V515W	\$ 134.10 each
ITEM 3	COLOR LASER PRINTER, Hewlett Packard Color LaserJet CP3525n or approved equal Manufacturer & Product Number s Dell V313	\$ 89.10 each

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

The Contractor shall be available to render goods and services to Jefferson County Commission various departments and PACA members on an as-needed basis any time after the effective date of this Contract. The Contract term expires on September 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

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: Scone of Goods 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.

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.

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

Bettye Fine Collins, President

Jefferson County Commission

WITNESSES:

DELL MARKETING LP

Lesley A. Braun

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

Oct-26-2010-1023

RESOLUTION AMENDMENT 3

WHEREAS, Alabama Counties are responsible for the maintenance and construction of the rural road and bridge system in Alabama, which is funded primarily through the distribution of the statewide taxation of the scale of gasoline throughout Alabama; and

WHEREAS, the revenue allocated to Jefferson County for the purpose of maintaining and constructing rural roads and bridges is woefully inadequate and results the County being forced to defer routine maintenance and construction; and

WHEREAS, ACT 2010-555 proposes a constitutional amendment utilizing up to \$1 billion in revenue from the Alabama Trust Fund to fund road and bridge construction in Alabama over the next 10 years, including up to \$225 million specifically earmarked for County roads and bridges and another \$390 million which can be utilized on either state or County roads and bridges; and

WHEREAS, Jefferson County will receive at least \$20,192,469.00 for road and bridge construction if this proposed amendment is ratified by the people of Alabama at a time when Jefferson County is facing significant budget challenges and as such, will allow for construction and maintenance that would otherwise go unattended; and

WHEREAS, the Jefferson County Commission urges the voters in Jefferson County and throughout the state of Alabama to support the ratification of the constitutional amendment proposed by ACT 2010-555, which will appear on the November 2010 General Election Ballot as Amendment 3.

THEREFORE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that it does hereby urge all Alabama voters to support the constitutional amendment proposed by ACT 2010-555, which will appear on the November 2010 General Election Ballot as Amendment 3.

IN WITNESS WHEREOF, the Jefferson County Commission has caused this Resolution to be in its name and on its behalf by its Chairman on this the 26th day of October, 2010

Chairman, Jefferson County Commission

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

Oct-26-2010-1024

WHEREAS, the Birmingham-Jefferson County Transit Authority ("BJCTA") is a public entity established by the Alabama Legislature to provide mass transportation to the public; and

WHEREAS, the Board of Directors seeks to amend Resolutions 2006-22, 2006-37 and 2007-09, and the Certificate of Incorporation of the Birmingham-Jefferson County Transit Authority, Article 15 - Transit Advisory Committee ("TAC") so that TAC is representative of the entire community that it serves and that provides funding to the BJCTA; and

WHEREAS, the Certificate of Incorporation of the BJCTA may be amended pursuant to Section 11-4913-5 of the code of Alabama and Section 6 of Act 933 of the 1971 Regular Session of the Alabama Legislature as amended; and

WHEREAS, the Board of Directors of the BJCTA has duly adopted a Resolution proposing the Amendment to Paragraph 15 of the Certificate of Incorporation attached hereto and have duly applied in writing to the City of Birmingham to approve said amendment.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment of Paragraph 15 of the Certificate of Incorporation of the Birmingham-Jefferson County Transit Authority be and is hereby approved:

"(15) Transit Advisory Committee. There shall be a Transit Advisory Committee consisting of twenty members who shall be appointed as follows: six by the governing body of the City of Birmingham (one representative from the northern area, one representative from the southern area, one representative from the western area, one representative from the eastern area, one representative from the midtown area, and one representative for paratransit); one each by the governing bodies of the cities of Mountain Brook, Homewood, Bessemer, Tarrant, Fairfield, Irondale, Brighton, Vestavia Hills, Hoover and Midfield, Alabama; one by the governing body of the University of Alabama at Birmingham; and three by the governing body of the County. In the event additional memberships are added to the TAC, the City of Birmingham shall be allotted such additional TAC memberships as necessary to maintain a majority of the TAC appointments. Each of the members of the Transit Advisory Committee appointed by the governing body of a municipality shall be a duly qualified elector of the municipality by the governing body of which he or she is appointed. Each of the members of the Transit Advisory Committee appointed by the governing body of the County shall be a duly qualified elector of the County and a resident of the unincorporated area of the County. The member of the Transit Advisory Committee appointed by the governing body of the University of Alabama at Birmingham shall be a member of the faculty or staff of the University of Alabama at Birmingham. The Authority shall cooperate fully with the Transit Advisory Committee and shall take such action as shall be necessary to keep the Transit Advisory Committee informed of the affairs of the Authority. The Board of Directors of the Authority and the Transit Advisory Committee shall meet together at least once every six months at such time and place as shall be mutually agreeable; provided, however, that no failure of the Authority to give notice to the Transit Advisory Committee or to any member thereof of the time, place and purpose of any meeting of the Board of Directors of the Authority shall affect in any manner the validity of such meeting. During the time that a governmental entity's contract with or financial contributions to the Authority are not current, the status of that entity's TAC representative or representatives shall be non-voting until such time as the entity's contract or financial contributions are current."

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

Oct-26-2010-1025

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: October 13, 2010
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44068 01 – in the matter of CONDEMNATION
Jefferson. County v. Lightsey Tract No. 75 – Project No. STPBH-7002(600)
Morgan Road Widening \$7,887.92 - Court Costs
Price: \$7,887.92
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

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

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

Oct-26-2010-1026

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: October 15, 2010
Purpose: Pay William J. Sariego
For the purchase of a mobile home Tract No. 29.001O - Project No. STPBH-7002(600)
Morgan Road Widening Project
Site Address: 6182 Twin Oaks Drive SE, Bess., AL 35022 Agent - Alan K. Dodd
Price: \$27,000.00
Pay to the order of: William J. Sariego
Mailing Address: 6182 Twin Oaks Drive, SE
Bessemer, AL 35022

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

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

Oct-26-2010-1027

BE IT RESOLVED by the Jefferson County Commission that upon the recommendation of the Director of Roads and Transportation, the President of the Commission is hereby authorized to execute a Sewer Right of Way Deed for a sanitary sewer easement serving the Jefferson County Rehabilitation Facility and Heath Center at Camp Ketona.

RIGHT-OF-WAY DEED (SEWER)

Jefferson County Rehabilitation Facility & Health Center at Ketona

ENGINEERING -461

9/16/2010

This instrument prepared by:

William D. Wise

Land Acquisition Agent

Roads & Transportation Dept.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100s Dollars (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at a 2 inch found capped pipe at the Northeast Corner of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 16 South, Range 2 West and run in a Westerly direction along the Northerly line of said 1/4 – 1/4 section for a distance of 623.49 feet; thence turn left an angle of 90°00'00" and run in a Southerly direction for a distance of 271.42 feet; thence turn left an angle of 160°49' 08" and run in a Northeasterly direction for a distance of 10 feet, more or less, to the exterior of an existing building and the Point of Beginning of a 20 foot wide sanitary sewer right of way herein described, said right of way lying 10 feet to each side of, parallel to and abutting the following described centerline; thence turn right an angle of 180°00' 00" and run in a Southwesterly direction for a distance of 150.22 feet; thence turn right an angle of 19°05' 53" and run in a Southwesterly direction for a distance of 146.37 feet; thence turn left an angle of 15°44' 58" and run in a Southwesterly direction for a distance of 218.90 feet; thence turn left an angle of 22°31' 54" and run in a Southerly direction for a distance of 210.91 feet; thence turn right an angle of 16°20' 30" and run in a Southwesterly direction for a distance of 281.23 feet; thence turn left an angle of 09°04' 54" and run in a Southwesterly direction for a distance of 211.63 feet; thence turn an angle of 12°51' 47" and run in a Southwesterly direction for a distance of 166.55 feet; thence turn left an angle of 00°41' 22" and run in a Southwesterly direction for a distance of 148.64 feet; thence turn left an angle of 26°37' 20" and run in a Southeasterly direction for a distance of 413.12 feet; thence turn left an angle of 44°40' 58" and run in a Southeasterly direction for a distance of 214.34 feet; thence turn left an angle of 10°24' 11" and run in a Southeasterly direction for a distance of 295.61 feet; thence turn right an angle of 00°09' 59" and run in a Southeasterly direction for a distance of 299.16 feet; thence turn right an angle of 62°19' 46" and run in a Southwesterly direction for a distance of 101.59 feet to the Point of Ending of this right of way.

The above sanitary sewer right of way description is less and except any portion of the right of way which may be located in the existing right of way of Pine Hill Road.

All of said sanitary sewer right of way lies in the Northwest and Southwest 1/4 of the Southeast 1/4 of Section 29, Township 15 South, Range 2 West and contains 1.31 acres, more or less.

For the consideration aforesaid, the undersigned do grant bargain sell and convey unto the said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or Maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this ____ day of _____, 2010.

ATTEST:

Minute Clerk

Betty Fine Collins, President

Jefferson County Commission

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

Oct-26-2010-1028

BE IT RESOLVED by the Jefferson County Commission that upon the recommendation of the Director of Roads and Transportation, the President of the Commission is hereby authorized to execute a Sewer Right of Way Deed for a sanitary sewer easement serving the Jefferson County Rehabilitation Facility and Heath Center from the west and identified as Springdale Branch Sewer

RIGHT-OF-WAY DEED (SEWER)

ENGINEERING -461

SPRINGDALE BRANCH SEWER

Jefferson County Rehabilitation Facility & Health Center

9/16/2010

This instrument prepared by:

William D. Wise

Land Acquisition Agent

Roads & Transportation Dept.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100s Dollars (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at a found 2 inch capped pipe at the Northeast Corner of the Southwest 1/4 of Section 29, Township 16 South, Range 2 West and run in a Southerly direction along the Easterly line of said 1/4 section line for a distance of 482.07 feet; thence turn right an angle of 90°00' 00" and run in a Westerly direction for a distance of 248.87 feet; thence turn right an angle of 140°18' 02" and run in a Northeasterly direction for a distance of 10 feet, more or less, to the Point of Beginning of a 20 foot wide sanitary sewer right of way herein described, said right of way lying 10 feet to each side of, parallel to and abutting the following described centerline; thence turn right an angle of 180°00' 00" and run in a Southwesterly direction for a distance of 218.35 feet to the Westerly property line of grantor and the Point of Ending of this right of way. The outer boundaries of said right of way are being extended or trimmed as necessary to terminate at the Westerly property line of grantor.

All of said sanitary sewer right of way lies in the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 16 South, Range 2 West and contains .1 acres, more or less.

For the consideration aforesaid, the undersigned do grant bargain sell and convey unto the said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or Maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this ____ day of _____, 2010.

ATTEST:

Minute Clerk

Betty Fine Collins, President

Jefferson County Commission

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

Oct-26-2010-1029

SOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING
DESCRIBED PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely "Improvements on Morgan Road" – Road #471 - Tracts No 6, 29, 31, 35, 38, 46, 47, 48, 57, 58, 63, 80, 81 and 82. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain "Improvements on Morgan Road" – Road #471 - Tracts No 6, 29, 31, 35, 38, 46, 47, 48, 57, 58, 63,80, 81 and 82 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

4. The property or interest in property which said County Attorney is by this Resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and each corporation named being an Alabama Corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right- of-way to install, construct and maintain "Improvements on Morgan Road" – Road #471 - Tracts No 6, 29, 31, 35, 38, 46, 47, 48, 57, 58, 63,80, 81 and 82 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

Tract 6

Commence at the SE corner of the SE ¼ of Section 35, Township 19 South, Range 4 West and run Northerly along the West line of said quarter section a distance of 1076.8 feet; thence turn right an angle of 172°06' 39" to a point of tangency of a curve to the right having a central angle of 47°31' 49" and a radius of 1181.10 feet; thence run Southerly along the arc of said curve a distance of 122.56 feet to the end of said curve; thence run Southerly along extended tangent of said curve a distance of 182.15 feet to the Point of Beginning of a curve to the left having a central angle of 51°44' 55" and a radius of 820.21 feet; thence run Southeasterly along arc of said curve a distance of 26 feet, more or less, to an intersection with an Easterly extension of Grantor's Northerly property line being "Point A" for future reference and a Point of Beginning of a Right-of-Way of variable widths being bounded on the northeasterly side by the existing Right-of-Way of Morgan Road and bounded on the Southwesterly side by a line lying 40 feet Southwesterly of the following described line; thence continue along the arc of said curve a distance of 100 feet. At this point, the Right-of-Way is bounded on the Northeasterly side by the Easterly property line

of grantor and bounded on the Southwesterly side by a line being 40 feet Southwesterly of at this point and increasing to a point 80 feet Southwesterly of the following described line 105 feet ahead; thence continue along the arc of said curve in a Southeasterly direction a distance of 86.5 feet. At this point, the Right-of-Way is bounded on the Southwesterly side by the Southerly property line of grantor; thence continue along arc of said curve in a Southeasterly direction a distance of 6.5 feet, more or less, to an intersection with an Easterly extension of Grantor's Southerly property line and the end of this Right-of Way.

Also a Roadway and Utility Easement more particularly described as follows:

Commence at "Point A" as described in the Right-of-Way above for the Point of Beginning of a 5-foot Roadway and Utility Easement lying Southwesterly of and abutting the Right-of-Way described above; thence run along the arc of aforementioned curve in a Southeasterly direction a distance of 100 feet. At this point the Roadway and Utility Easement becomes of variable widths being bounded on the Northeasterly side by the above described Right-of-Way and bounded on the Southwesterly side by a line lying 45 feet Southwesterly of and parallel to the following described line; thence continue along the arc of said curve a distance of 12.67 feet to the end of this Roadway and Utility Easement. The use of this easement will not prevent the grantors from parking although there will be from time to time periods of construction that may inhibit parking in a portion or all of the easement area temporarily. All parties using this easement area will use due diligence to quickly reopen the parking area.

Also a Temporary Construction Easement more particularly described as follows:

Commence at "Point A" as described in the right-of-way above for the Point of Beginning of a Temporary Construction Easement of variable widths being bounded on the Northeasterly side by the Roadway and Utility Easement as described above and bounded on the Southwesterly side by a line lying 60 feet southwesterly of and parallel to the following described line; thence run southeasterly along the arc of aforementioned curve a distance of 122.67 feet. At this point, the temporary construction easement is bounded on the Northeasterly side by the above described Right-of-Way and bounded on the Southwesterly side by a line lying 80 feet southwesterly of and parallel to the following described line; thence continue along the arc of said curve a distance of 76 feet, more or less, to an intersection with the Southerly property line of grantor and the end of this Temporary Construction Easement.

All of said Right-of-Way, Roadway and Utility Easement, and Temporary Construction Easement lies in the SE $\frac{1}{4}$ of Section 35, Township 19 South, Range 4 West and the Right-of-Way contains 0.07 acres, more or less, the Roadway and Utility Easement contains 0.02 acres, more or less, and the Temporary Construction Casement contains 0.08 acres, more or less.

The Temporary Construction Easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 29

Parcel No. 1

Commence at the NW corner of the NW $\frac{1}{4}$ of Section 1, Township 20 South, Range 4 West and run easterly along the north line of said quarter section a distance of 539.73 feet; thence turn an angle of 36°20' 19" to the right and run southeasterly a distance of 713.05 feet; thence turn an angle of 22°58' to the right and run southeasterly a distance of 669.93 feet; thence turn an angle of 10°02' 32" to the left and run southeasterly a distance of 874.73 feet to the Point of Beginning of a curve to the left having a central angle of 17°51' 05" and a radius of 2952.76 feet; thence run southeasterly along the arc of said curve a distance of 595 feet more or less to an intersection with a northwesterly property line of Grantor being Point "A" for future reference and the Point of Beginning of a right-of-way of variable widths being bounded on the southeasterly side by the existing right-of-way of Morgan Road and bounded on the northeasterly side by the northwesterly property line of Grantor; thence run southeasterly along the arc of said curve a distance of 52 feet. At this point, the right-of-way is bounded on the northeasterly side by a line lying 115 feet northeasterly of and parallel to the following described line; thence continue southeasterly along arc of said curve a distance of 20 feet more or less to the northwesterly right-of-way line of Twin Oaks Road. At this point, the right-of-way is bounded on the southwesterly side by the existing right-of-way of Twin Oaks Road; thence continue southeasterly along the arc of said curve a distance of 52 feet to the end of this parcel of right-of-way.

Parcel No. 2

1Commence at Point "A" as described in Parcel No. 1 above and from the previously described course run southeasterly along the arc of aforementioned curve a distance of 105 feet more or less to an intersection with the southeasterly right-of-way of Twin Oaks Drive for the Point of Beginning of a right-of-way of variable widths being bounded on the southwesterly side by the southwesterly property line of Grantor and bounded on the northeasterly side by the southwesterly existing right-of-way of variable widths being bounded on the southwesterly side by the southwesterly property line of Grantor and bounded on the northeasterly side by the southwesterly existing right-of-way of Twin Oaks Drive; thence continue southeasterly along the arc of said curve a distance of 55 feet. At this point, the right-of-way is bounded on the northeasterly side by a line lying 115 feet northeasterly of and parallel to the following described line; thence continue southeasterly along the arc of said curve a distance of 164.98 feet to the end of said curve; (total length of curve being 919.98 feet); thence run southeasterly along the extended tangent of said curve a distance of 253.94 feet. At this point, the right-of-way begins to increase to a point 225 feet northeasterly of the following described line 131.23 feet ahead; thence run southeasterly along last described course a distance of 131.23 feet. At this point, the right-of-way is bounded on the northeasterly side by a line lying 225 feet northeasterly of and

parallel to the following described line; thence continue southeasterly along last described course a distance of 116 feet. At this point, the right-of-way is bounded on the northeasterly side by the southeasterly property line of Grantor; thence continue southeasterly along last described course a distance of 142 feet more or less to an intersection with the easterly property line of Grantor and the end of this parcel of right-of-way.

Parcel No. 3

Commence at Point "A" as described in Parcel No. 1 above and from the previously described course run southeasterly along the arc of said curve a distance of 240 feet, more or less, to an intersection with the west line of the NE quarter of Section 1, Township 20 South, Range 4 West for the Point of Beginning of a right-of-way of variable widths being bounded on the southwesterly side by the southwesterly property line of Grantor and bounded on the northeasterly side by the existing right-of-way of Morgan Road; thence continue southeasterly along the arc of said curve a distance of 84.98 feet to the end of this curve. At this point, the right-of-way is bounded on the southwesterly side by the northeasterly right-of-way line of Norfolk Southern Railroad; thence run southeasterly along the extended tangent of said curve a distance of 521.75 feet. At this point the right-of-way begins to reduce to a point 90 feet southwesterly of the following described line 33.3 feet ahead; thence continue southeasterly along last described course a distance of 33.3 feet. At this point the right-of-way is bounded on the southwesterly side by the south line of the NE quarter of said Section 1; thence continue southeasterly a distance of 36 feet to the end of this parcel of right-of-way.

Also two parcels of temporary construction easement more particularly described as follows:

Parcel No. 1

Commence at Point "A" as described in Parcel No. 1 of the right-of-way above and from the previously described course run southeasterly along the arc of aforementioned curve a distance of 103.19 feet to the Point of Beginning of a 135 foot temporary construction easement lying 115 feet northeasterly of and parallel to the following described line; thence continue along the arc of aforementioned curve in a southeasterly direction a distance of 82 feet to the end of this parcel of temporary construction easement.

Parcel No. 2

Commence at Point "A" as described in Parcel No. 1 of the right-of-way above and from the previously described course run southeasterly along the arc of aforementioned curve a distance of 324.98 feet to the end of said curve; thence run southeasterly along the extended tangent of said curve a distance of 73.49 feet to the Point of Beginning of a 10 foot temporary construction easement lying northeasterly of, parallel to and abutting the above-described right-of-way in Parcel No. 2; thence continue southeasterly along last described course a distance of 82 feet to the end of this parcel of temporary construction easement.

All of said right-of-way and the temporary construction easements lie in the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 1, Township 20 South, Range 4 West and the right-of-way contains 3.12 acres, more or less, and the temporary construction easement contains 0.21 acres, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 31

Commence at the NW corner of the NW quarter of Section 1, Township 20 South, Range 4 West and run easterly along the north line of said quarter section a distance of 539.73 feet; thence turn right an angle of 36°20' 19" and run southeasterly a distance of 713.05 feet; thence turn right an angle of 22° 57' 59.74" and run southeasterly a distance of 669.93 feet; thence turn left an angle of 10°02' 31.925" and run southeasterly a distance of 1338.48 feet to Point "A" for future reference; thence turn left an angle of 17°51' 05.37" and run southeasterly a distance of 1460 feet to the Point of Beginning of a right-of-way of variable widths being bounded on the northeasterly side by the southeasterly right-of-way line of Seals Drive and bounded on the southeasterly side by the southerly property line of Grantor; thence continue southeasterly along last described course a distance of 16 feet. At this point the right-of-way begins to reduce to a point 197 feet northeasterly of the following described line 27 feet ahead; thence continue southeasterly along last described course a distance of 18 feet to the end of this right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above and from the previously described course turn left an angle of 17°51' 05.37" and run southeasterly a distance of 1440 feet to the Point of Beginning of a temporary construction easement of variable widths being bounded on the southwesterly side by the existing right-of-way of Seals Drive and bounded on the northeasterly side by a line lying 280 feet northeasterly of and parallel to the following described line; thence continue southeasterly along last described course a distance of 20 feet. At this point, the temporary construction easement begins to reduce in width to a point 202 feet northeasterly of the following described line 42.65 feet ahead; thence continue southeasterly a distance of 40 feet to the end of the temporary construction easement.

All of said right-of-way and temporary construction easement lies in the SE quarter of the NE quarter of Section 1, Township 20 South, Range 4 West and the right-of-way contains 65 square feet, more or less and the temporary construction easement contains 0.03 acres, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute

no cloud on the title of Grantor.

Tract 35

Commence at the NW corner of the NW quarter of Section 1, Township 20 South, Range 4 West and run easterly along the north line of said quarter section a distance of 539.73 feet; thence turn right an angle of 36°20' 19" and run southeasterly a distance of 713.05 feet; thence turn right an angle of 22°57' 59.74" and run southeasterly a distance of 669.93 feet; thence turn left an angle of 10°02' 31.925" and run southeasterly a distance of 1338.48 feet; thence turn left an angle of 17°51' 05.37" and run southeasterly a distance of 1644.49 feet to Point "A" for future reference and to the Point-of-Beginning of a curve to the right having a central angle of 45°25' 12.706" and a radius of 1312.336 feet; thence run southeasterly along the arc of said curve a distance of 294 feet to the Point-of-Beginning of a Right-of-Way of variable widths being bounded on the southwesterly side by the westerly property line of Grantor and bounded on the northeasterly side by a line being 50 feet northeasterly of and parallel to the following described line; thence continue southeasterly along the arc of said curve a distance of 41 feet. At the point, the Right-of-Way is bounded on the southwesterly side by the existing right-of-way of Morgan Road; thence continue southeasterly along the arc of said curve a distance of 9 feet. At this point, the Right-of-Way begins to increase on the northeasterly side to a point 73.81 feet northeasterly of the following described line 34.85 feet ahead; thence continue southeasterly along the arc of said curve a distance of 34.85 feet to the end of this right-of way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above for the Point-of-Beginning of a curve to the right having a central angle of 45°25' 12.706" and a radius of 1312.336 feet; thence from the previously described course run southeasterly along the arc of said curve a distance of 386.42 feet; thence turn left 84°18' 03" tangent to said curve and run northeasterly a distance of 69 feet to the Point-of-Beginning of a temporary construction easement of variable widths being bounded on the southeasterly side by the existing Right-of-Way of Woodhaven Road and bounded on the northwesterly side by a line lying 30 feet northwesterly of and parallel to the following described line; thence continue northeasterly along last described course of distance of 91 feet to the end of this temporary construction easement.

All of said Right-of-Way and temporary construction easement lies in the SE quarter of Section 1, Township 20 South, Range 4 West and the right-of-way contains 0.04 acres more or less and the temporary construction easement contains 0.02 acres, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 38

Parcel No. 1

Commence at the SE corner of the SE ¼ of Section 1, Township 20 South, Range 4 West and run westerly along the south line of said quarter section a distance of 586.65 feet; thence turn 85°22' 29" to the right to a point of tangency on a curve to the left having a central angle of 23°50' 25.267" and a radius of 1476.378 feet; thence run northerly along the arc of said curve a distance of 220.13 feet to the end of said curve; thence run northwesterly along the extended tangent of said curve a distance of 1342.8 feet to the Point-of-Beginning of a curve to the left having a central angle of 45°25' 12.706" and a radius of 1312.236 feet; thence run northwesterly along arc of said curve a distance of 348 feet, more or less, to an easterly extension of Grantor's southerly property line being Point "A" for future reference and a Point-of-Beginning of a Right-of-Way of variable widths being bounded on the northeasterly side by the existing Right-of-Way of Morgan Road and bounded on the southwesterly side by a line lying 115 feet southwesterly of and parallel to the following described line; thence continue northwesterly along the arc of said curve a distance of 60.74 feet. At this point, the Right-of-Way is bounded on the southwesterly side by a line lying 40 feet southwesterly of and parallel to the following described line; thence continue northwesterly along the arc of said curve a distance of 164 feet.

At this point, the Right-of-Way begins to increase to a point 100 feet southwesterly of the following described line 78.75 feet ahead; thence continue northwesterly along the arc of said curve a distance of 28 feet. At this point, the Right-of-Way is bounded on the southwesterly side by the westerly property line of Grantor; thence continue northwesterly along the arc of said curve a distance of 22 feet to the end of this Right-of-Way.

Also a drainage and utility easement more particularly described as follows:

Commence at Point "A" as described in the Right-of-Way above and from the previously described course and continue northwesterly along the arc of aforementioned curve a distance of 30 feet to the Point-of-Beginning of a drainage and utility easement of variable widths being bounded on the northeasterly side by the Right-of-Way as described above and bounded on the southwesterly side by a line lying 180 feet southwesterly of and parallel to the following described line; thence continue northwesterly along the arc of aforementioned curve a distance of 30.74 feet to the end of this drainage and utility easement.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in Parcel No. 1 of the Right-of-Way above and from the previously described course run northwesterly along the arc of aforementioned curve a distance of 60.74 feet for the Point-of-Beginning of a temporary construction easement of variable widths being bounded on the southeasterly side by the Right-of-Way as described above and bounded on the southwesterly side by a line being 115 feet southwesterly of and parallel to the following described line; thence continue northwesterly along the arc of said curve

a distance of 12 feet. At this point, the temporary construction easement is bounded on the southwesterly side by a line being 65 feet southwesterly of and parallel to the following described line; thence continue northwesterly along the arc of aforementioned curve a distance of 32.8 feet. At this point, the Right-of-Way is bounded on the southwesterly side by a line being 52.5 feet southwesterly of and parallel to the following described line; thence continue southwesterly along the arc of said curve a distance of 122 feet to the end of this temporary construction easement.

All of said Right-of-Way, drainage and utility easement and temporary construction easements lie in the NE ¼ and SE ¼ of Section 1, Township 20 South, Range 4 West and the Right-of-Way contains 0.12 acres, more or less, the drainage and utility easement contains 0.03 acres, more or less, the temporary construction easement contains 0.06 acres, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 46

Commence at the SE corner of the SE ¼ of Section 1, Township 20 South, Range 4 West and run westerly along the south line of said quarter section a distance of 586.65 feet; thence turn right an angle of 85°22' 29" to the point of tangency of a curve to the left having a central angle of 23°50' 25.267" and a radius of 1476.378 feet; thence run northwesterly along the arc of said curve a distance of 220.13 feet to the end of said curve; thence run northwesterly along the extended tangency of said curve a distance of 207 feet, more or less, to an intersection with a northeasterly extension of Grantor's southeasterly property line being Point "A" for future reference and the Point of Beginning of a right-of-way of variable widths being bounded on the northeasterly side by the existing right-of-way of Morgan Road and bounded on the southwesterly side by a line being 118 feet southwesterly of the previously described line 45.93 feet back and being 100 feet southwesterly of the following described line 314.96 feet ahead; thence continue northwesterly along last described course a distance of 66 feet, more or less, to an intersection with an easterly extension of Grantor's northerly property line and the end of this right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above and from the previously described course run northwesterly a distance of 61.61 feet (being 268.61 feet from the end of curve) for the Point of Beginning of a 26 foot temporary construction easement lying southwesterly of, parallel to and butting the above described right-of-way; thence continue northwesterly along last described course a distance of 32 feet to the end of this temporary construction easement.

All of said right-of-way and temporary construction easement lie in the SE ¼ of the SE ¼ of Section 1, Township 20 South, Range 4 West and the right-of-way contains 0.14 acres, more or less, and the temporary construction easement contains 0.02 acres, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 47

Parcel No. 1

Commence at the SE corner of SE quarter of Section 1, Township 20 South, Range 4 West and run westerly along the south line of said quarter section a distance of 586.65 feet; thence turn an angle to the right of 85°22' 29" to a point of tangency of a curve to the left having a central angle of 23°50' 25.267" and a radius of 1476.378 feet being Point "A" for future reference and the Point-of-Beginning of a Right-of-Way of variable widths being bounded on the southwesterly side by the existing Right-of-Way of Morgan Road and bounded on the northeasterly side by a line lying 100 feet northeasterly of and parallel to the following described line; thence run northwesterly along the arc of said curve a distance of 220.13 feet to the end of said curve; thence run northwesterly along the extended tangent of said curve a distance of 128 feet, more or less, to an intersection with a westerly extension of the northerly property line of Grantor and the end of the parcel of Right-of-Way.

Parcel No. 2

Commence at Point "A" as described in Parcel No. 1 above and from the previously described course along the arc of aforementioned curve run northwesterly a distance of 8.11 feet; thence turn 89°59' 58" tangent to said curve and run northeasterly a distance of 100 feet to the Point-of-Beginning of a Right-of-Way of variable widths being bounded on the southeasterly side by the southerly property line of Grantor and bounded on the northwesterly side by a line lying 40 feet northwesterly of and parallel to the following described line; thence continue northeasterly on last described course a distance of 162.47 feet to the end of this parcel of Right-of-Way.

Also a 10 foot temporary construction easement lying northwesterly of, parallel to, and abutting the Right-of-Way as described in Parcel No.2 above.

All of said Right-of-Way and temporary construction easement lies in the SE quarter of the SE quarter of Section 1, Township 20 South, Range 4 West and the Right-of-Way contains 0.74 acres, more or less, and the temporary construction easement contains 0.04 acres, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 48

Commence at the SE corner of the SE ¼ of Section 1, Township 20 South, Range 4 West and run westerly along the south line of said quarter section a distance of 586.65 feet to Point "A" for future reference; thence turn an angle of 85°22' 29" to the right to a point of tangency to a curve to the left having a central angle of 23°50' 25.267" and a radius of 1476.378 feet for the Point of Beginning of a right-of-way of variable widths being bounded on the northeasterly side by the existing right-of-way of Morgan Road and bounded on the southwesterly side by a line lying 100 feet southwesterly of and parallel to the following described line; thence run northwesterly along the arc of said curve a distance of 183.63 feet, at this point the right-of-way is bounded on the southwesterly side by a line lying 120 feet southwesterly of and parallel to the following described line; thence continue northwesterly along the arc of said curve a distance of 36.5 feet to an intersection with an easterly extension of Grantor's northerly property line and the end of this right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above for the Point of Beginning of a variable width temporary construction easement being bound on the Northeasterly side by the right-of-way described above and bound by a line lying 140 feet southwesterly of and parallel to the following described line; thence run northwesterly along the arc of said curve as described above a distance of 183.63 feet, at this point the temporary construction easement is bound by a line lying 225 feet southwesterly of the following described line; thence continue northwesterly along the arc of said curve a distance of 36.5 feet to an intersection with an easterly extension of Grantor's northerly property line and the end of this temporary construction easement.

All of said right-of-way and temporary construction easement lie in the SE ¼ of the SE ¼ of Section 1, Township 20 South, Range 4 West and the right-of-way contains 0.33 acres, more or less, and the temporary construction easement contains 0.32 acres, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 57

Commence at the NE corner of the NE quarter of Section 12, Township 20 South, Range 4 West and run Westerly along the north line of said quarter section a distance of 586.65 feet; thence turn left an angle of 94°37' 31" tangent to a curve to the right having a central angle of 23°50' 25" and a radius of 1476.38 feet; thence run Southerly along arc of said curve a distance of 394.17 feet to the end of said curve; thence run Southwesterly along the extended tangent of said curve a distance of 334 feet, more or less, to an intersection with a westerly extension of Grantor's northerly property line and the Point of Beginning of a right-of-way of variable widths being bounded on the northwesterly side by the existing right-of-way of Morgan Road and bounded on the southeasterly side by a line lying 90 feet southeasterly of and parallel to the following described line; thence continue on last described course in a Southwesterly direction a distance of 50 feet, more or less, to a westerly extension of Grantor's southerly property line and the end of this right-of-way.

All of said right-of-way lies in the NE quarter of the NE quarter of Section 12, Township 20 South, Range 4 West and the right-of-way contains 0.06 acres more or less.

Tract 58

Commence at the NE corner of the NE quarter of Section 12, Township 20 South, Range 4 West and run westerly along the north line of said quarter section a distance of 586.65 feet; thence turn left an angle of 94°37'31" tangent to a curve to the right having a central angle of 23°50'25" and a radius of 1476.38 feet; thence run Southerly along arc of said curve a distance of 394.17 feet to the end of said curve; thence run Southwesterly along the extended tangent of said curve a distance of 385 feet, more or less, to an intersection with a northwesterly extension of Grantor's northeasterly property line and the Point of Beginning of a right-of-way of variable widths being bounded on the northwesterly side by the existing right-of-way of Morgan Road and bounded on the southeasterly side by a line lying 90 feet southeasterly of and parallel to the following described line (being Point "A" for future reference); thence continue along last described course in a southwesterly direction a distance of 200 feet, more or less, to a northwesterly extension of Grantor's southwesterly property line and the end of this right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above and from the previously described course run Southwesterly a distance of 218.29 feet to the Point of Beginning of a temporary construction easement of variable widths bounded on the northwesterly side by the above-described right-of-way and bounded on the southeasterly side by a line lying 115 feet southeasterly of and parallel to the following described line; thence continue on last described course in a southwesterly direction a distance of 8 feet. At this point, the temporary construction easement is bounded on the northwesterly side by the southwesterly property line of Grantor; thence continue on the last described course in a southwesterly direction a distance of 8 feet to the end of this temporary construction easement.

All of said right-of-way, and temporary construction easement lies in the NE quarter of the NE quarter of Section 12, Township 20 South, Range 4 West and the right-of-way contains 0.17 acres, more or less, and the temporary construction easement contains 0.01 acres, more or less.

Tract 63

Commence at the NE corner of the NE quarter of Section 12, Township 20 South, Range 4 West and run westerly along the north line of said quarter section a distance of 586.65 feet; thence turn left an angle of 94°37' 31" for the point of tangency of a curve to the right having

a central angle of $23^{\circ}50' 25.267''$ and a radius of 1476.378 feet; thence run southerly along the arc of said curve a distance of 394.17 feet to the end of said curve; thence run southwesterly along the extended tangent of said curve a distance of 1088 feet, more or less to an intersection with a northwesterly extension of Grantor's northeasterly property line being Point "A" for future reference and the Point of Beginning of a right-of-way of variable widths being bounded on the northwesterly side by the existing right-of-way of Morgan Road and bounded on the southeasterly side by a line lying 90 feet southeasterly of and parallel to the following described line; thence continue on last described course in a southwesterly direction a distance of 106 feet. At this point the right-of-way begins to decrease to a point 74 feet southeasterly of and parallel to the following described line 65.6 feet ahead; thence continue on last described course in a southwesterly direction a distance of 65.6 feet. At this point the right-of-way is bounded on the southeasterly side by a line lying 74 feet southeasterly of and parallel to the following described line; thence continue on last described course in a southwesterly direction a distance of 82 feet, more or less to an intersection with a northwesterly extension of Grantor's southwesterly property line and the end of this right-of-way.

Also, a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above for the Point of Beginning of a temporary construction easement of variable widths being bounded on the northwesterly side by the right-of-way as described above and bounded on the southeasterly side by a line lying 90 feet southeasterly of and parallel to the following described line; thence continue on last described course in a southwesterly direction a distance of 148 feet, more or less, to an intersection with a northwesterly extension of Grantor's southwesterly property line and the end of this temporary construction easement.

All of said right-of-way and temporary construction easement lies in the SE quarter of the NE quarter of Section 12, Township 20 South, Range 4 West and the right-of-way contains 0.2 acres, more or less, and the temporary construction easement contains 0.04 acres, more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 80

Parcel No. 1

Commence at the NE corner of the NE quarter of Section 12, Township 20 South, Range 4 West and run westerly along the north line of said quarter section a distance of 586.65 feet; thence turn left an angle of $94^{\circ}37' 31''$ to the point of tangency of a curve to the right having a central angle of $23^{\circ}50' 25.267''$ and a radius of 1476.378 feet; thence run southerly along the arc of said curve a distance of 394.17 feet to the end of said curve; thence run southwesterly along extended tangent of said curve a distance of 3014.55 feet to the Point of Beginning of a curve to the left having a central angle of $41^{\circ}35' 26.88''$ and a radius of 574.147 feet; thence run southerly along the arc of said curve a distance of 311.85 feet to the Point of Beginning of a right-of-way of variable widths being bounded on the easterly side by the existing right-of-way of Morgan Road and bounded on the westerly side by a line being 123 feet westerly of at this point and reducing to a point 90 feet westerly of the following described line 65.6 feet ahead; thence continue along the arc of aforementioned curve in a southerly direction a distance of 65.6 feet. At this point, the right-of-way is bounded on the southwesterly side by the existing right-of-way of Morgan Road and bounded on the northeasterly side by a line lying 90 feet northeasterly of and parallel to the following described line; thence continue on the arc of aforementioned curve in a southeasterly direction a distance of 3 feet. At this point, the right-of-way is bounded on the southwesterly side by the existing right-of-way of Morgan Road and a southerly property line of Grantor; thence continue on last described course in a southwesterly direction a distance of 36.77 feet to the end of said curve; thence run southeasterly along extended tangent of said curve a distance of 15 feet to the end of this parcel of right-of-way.

Parcel No. 2

Commence at the NE corner of the NE quarter of Section 12, Township 20 South, Range 4 West and run westerly along the north line of said quarter-quarter section a distance of 586.65 feet; thence turn left an angle of $94^{\circ}37' 31''$ to the point of tangency of a curve to the right having a central angle of $23^{\circ}50' 25.267''$ and a radius of 1476.378 feet; thence run southerly along the arc of said curve a distance of 394.17 feet to the end of said curve; thence run southwesterly along extended tangent of said curve a distance of 3014.55 feet to the Point of Beginning of a curve to the left having a central angle of $41^{\circ}35' 26.88''$ and a radius of 574.147 feet; thence run southerly along the arc of said curve a distance of 323.47 feet; thence turn an angle of $105^{\circ}0' 0''$ tangent to said curve and run northeasterly a distance of 31.42 feet to the Point of Beginning of a curve to the left having a central angle of $56^{\circ}45' 0.842''$ and a radius of 131.23 feet being Point "A" for future reference; thence run northeasterly along the arc of said curve a distance of 37.58 feet to the Point of Beginning of a right-of-way of variable widths being bounded on the northwesterly side by the existing right-of-way of Shades Crest Road and bounded on the southeasterly side by the right-of-way as described in Parcel No. 1 above; thence continue on arc of said curve in a northeasterly direction a distance of 27.18 feet at this point the right-of-way is bounded on the southeasterly side by a line lying 50 feet southeasterly of and parallel to the following described line; thence continue northeasterly along the arc of said curve a distance of 62.98 feet to the end of said curve; thence run northerly along extended tangent of said curve a distance of 91.46 feet to the Point of Beginning to a curve to the right having a central angle of $21^{\circ}40' 9.113''$ and a radius of 328.084 feet; thence run northeasterly along the arc of said curve a distance of 124.08 feet to the end of said curve; thence run northeasterly along extended tangent of said curve a distance of 27.2 feet to the Point of Beginning of a curve to the right having

a central angle of $16^{\circ}39'9.719''$ and a radius of 820.21 feet. At this point, the right-of-way is bounded on the southeasterly side by a line lying 60 feet southeasterly of and parallel to the following described line; thence run northeasterly along the arc of said curve a distance of 238.39 feet to the end of said curve and to the end of this parcel of right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in Parcel No. 2 of the right-of-way above and from the previously described course run northeasterly along the arc of aforementioned curve a distance of 46.56 feet to the Point of Beginning of a temporary construction easement of variable widths being bounded on the northwesterly side by the right-of-way as described in Parcel No. 2 above and bounded on the southeasterly side by a line lying 60 feet southeasterly of and parallel to the following described line; thence continue on last described course in a northeasterly direction a distance of 20.4 feet. At this point, the temporary construction easement becomes 10 feet in width lying southeasterly of, parallel to and abutting the above described right-of-way in Parcel No. 2 above; thence continue on the arc of aforementioned curve in a northeasterly direction a distance of 62.98 feet; thence run northerly along extended of tangent of said curve a distance of 91.46 feet to the Point of Beginning of a curve to the right having a central angle of $21^{\circ}40'9.113''$ and a radius of 328.084 feet; thence run northeasterly along arc of said curve a distance of 124.08 feet to the end of said curve; thence run northeasterly along extended tangent of said curve a distance of 27.2 feet to the end of this temporary construction easement.

All of said right-of-way and the temporary construction easement lies in the SE quarter of Section 12, Township 20 South, Range 4 West and the right-of-way contains 0.572 acres more or less and the temporary construction easement contains 0.075 acres more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

Tract 81

Commence at the NE corner of the NE quarter of Section 12, Township 20 South, Range 4 West and run westerly along the north line of said quarter section a distance of 586.65 feet; thence turn left an angle of $94^{\circ}37'31''$ to the point of tangency of a curve to the right having a central angle of $23^{\circ}50'25''$ and a radius of 1476.38 feet; thence run southerly along the arc of said curve a distance of 394.17 feet to the end of said curve; thence run southwesterly along extended tangent of said curve a distance of 3014.55 feet to the Point of Beginning of a curve to the left having a central angle of $41^{\circ}35'27''$ and a radius of 574.15 feet; thence run southerly along the arc of said curve a distance of 34 feet, more or less to an Easterly extension of the grantor's Northerly property line and the point of beginning of a right-of-way of variable widths being bound on the Easterly and Northerly side by the grantor's Easterly and Northerly property lines and bound on the Westerly side by a line lying 65 feet Westerly of and parallel to the following described line; thence continue along arc a distance of 64.53 feet to Point "A" for future reference; at this point the right-of-way is bound on the Westerly side by a line lying 45 feet Westerly of and parallel to the following described line; thence continue along said arc a distance of 33 feet, at this point the right-of-way is bound on the Easterly side by the existing right-of-way of Morgan Rd; thence continue along said arc a distance of 114, more or less to an intersection with the grantor's Easterly property line and to the end of this right-of-way; thence continue along said arc a distance of 41.83 feet to the point of beginning of a variable width right-of-way being bound to the East and South by the existing right-of-way of Morgan Road and South Shades Crest Road and bound by a line that is 52.5 feet westerly of at this point and increasing to a point that is 88.5 feet Westerly of the following described line 8.20 feet ahead; thence continue along said arc a distance of 8.20 feet to the end of this right-of-way.

Also a roadway and utility easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above for the Point of Beginning of a roadway and utility easement of variable widths being bounded on the easterly side by the right-of-way as described above and bounded on the westerly side by a line lying 55 feet westerly of and parallel to the following described line; thence continue southerly along the arc of aforementioned curve a distance of 189.51 feet to the end of this roadway and utility easement.

Also a Temporary Construction Easement more particularly described as follows:

Commence at point "A" as described in the right-of-way above and continue Southerly along said arc a distance of 176.31 feet to the point of beginning of a variable width Temporary Construction Easement being bound to the East and South by the right-of-way and roadway and utility easement as described above and by a line that is 55 feet Westerly of at this point and increasing to a point that is 97 feet Westerly of the following described line 4.20 feet ahead; thence continue along said arc a distance of 4.20 feet to the end of this easement.

All of said right-of-way, roadway and utility easement and temporary construction easement lie in the SE quarter of Section 12, Township 20 South, Range 4 West and the right-of-way contains 0.124 acres more or less and the roadway and utility easement contains 0.039 acres more or less and the temporary construction easement contains 0.15 acres, more or less.

Tract 82

Commence at the NE corner of the NE quarter of Section 12, Township 20 South, Range 4 West and run westerly along the north line of said quarter section a distance of 586.65 feet; thence turn left an angle of $94^{\circ}3'31''$ to the point of tangency of a curve to the right having a central angle of $23^{\circ}50'25.267''$ and a radius of 1476.378 feet; thence run southerly along the arc of said curve a distance of 394.17 feet to the end of said curve; thence run southwesterly along extended tangent of said curve a distance of 3014.55 feet to the Point of Beginning of a curve to the left having a central angle of $41^{\circ}35'26.88''$ and a radius of 574.147 feet; thence run southerly and southeasterly along the

arc of said curve a distance of 380 feet more or less to an intersection with a westerly extension of Grantor's northerly property line and the Point of Beginning of a right-of-way of variable widths being bounded on the northeasterly side by the northerly property line of Grantor and bounded on the southeasterly side by the existing right-of-way of Morgan Road; thence continue on arc of aforementioned curve in a southeasterly direction a distance of 36.77 feet to the end of said curve. At this point, the right-of-way is bounded on the northeasterly side by a line lying 90 feet northeasterly of and reducing in width to a point 50 feet northeasterly of the following described line 106.47 feet ahead; thence run southeasterly along extended tangent of said curve a distance of 82 feet more or less to an intersection with a westerly extension of Grantor's southerly property line. At this point, the right-of-way is bounded on the southwesterly side by the southerly property line of Grantor; thence continue southeasterly along the last described course a distance of 24.47 feet to the end of this right-of-way.

All of said right-of-way lies in the NE quarter of the SE quarter of Section 12, Township 20 South, Range 4 West and contains 0.08 acres more or less.

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

Oct-26-2010-1030

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

Agreement with Mark Kelly to provide Public Information Officer services for FY10-11 in an amount no to exceed \$20,000. No additional funds required.

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

Oct-26-2010-1031

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Lorren Oliver, Director of the Personnel Board of Jefferson County.

Amendment to the agreement with Freedom Court Reporting to provide transcription services for FY10-11 in an amount per fee schedule.

AMENDMENT TO CONTRACT

This Amendment to the Contract by and between the Personnel Board of Jefferson County, Alabama, hereinafter referred to as the "PBJC", and Freedom Court Reporting, hereinafter referred to as "the Contractor" to provide transcription services for the PBJC and its employees.

WITNESS

WHEREAS, the Personnel Board of Jefferson 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:

Item 5. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The term of this contract shall be from October 1, 2010 to September 30, 2011.

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

Lorren Oliver, Personnel Director

FREEDOM COURT REPORTING

Bettye Fine Collins, President

Jefferson County Commission

Acknowledgment Only

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

Oct-26-2010-1032

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Lorren Oliver, Director of the Personnel Board of Jefferson County.

Agreement with Implementation Services Group, Inc. to provide Lawson programming support as needed for FY10-11 in the amount of \$17,400. No additional funds required.

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

Oct-26-2010-1033

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Lorren Oliver, Director of the Personnel Board of Jefferson County.

Agreement with People Admin to provide annual maintenance for the online applicant management system for FY10-11 in the amount of \$70,000. No additional funds required.

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

Oct-26-2010-1034

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mr. Michael Clagett be denied.

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

Oct-26-2010-1035

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

Nov-2-2010-1036

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the attached contracts with the respective UAB Departments as follows:

1. Contract with UAB Department of Toxicology with the Jefferson County Coroner/Medical Examiner's Office.
2. Contract with UAB Department of Pathology for the Jefferson County Coroner/Medical Examiner's Office.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiner cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the Board of Trustees of the University of Alabama, a public corporation and instrumentality-of the State of Alabama, for the University of Alabama in Birmingham, hereinafter referred to as UAB, and

WHEREAS, UAB has offered to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners who, in the opinion of Jefferson County, are qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with UAB, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAB shall provide the professional services of a Chief Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed as appointed Chief Coroner/Medical Examiner in accordance with Act 79-454. (A copy of which Act is attached hereto as if fully set out herein-not given to Minute Clerk.)
 - b. Continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - c. Direct the staff of Coroner/Medical Examiner, representatives and agents appointed by the governing body subject to the supervision of the Jefferson County Commission and pursuant to the rules and regulations promulgated by the Coroner/Medical Examiner's Commission.
 - d. Obtain and carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
 - e. After termination from such position as Chief Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
2. UAB shall provide the professional services of two (2) Associate Coroner/Medical Examiners and a relief Associate Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law of the Chief Coroner/Medical Examiner, to be performed as the appointed Associate Coroner/Medical Examiners in accordance with Act 79-454.
 - b. As Associate Coroner/Medical Examiners, continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - c. Obtain or carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
 - d. After termination from such position as Associate Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
3. UAB shall provide professional liability insurance and general liability, including automobile, insurance or self-insurance for the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners each in the amount of \$1 million per occurrence and \$3 million annual aggregate for this contract period.
4. UAB shall maintain a back-up resource to provide irregular, temporary or relief medical examiner support services on a sporadic basis during the term of the agreement. Said services shall be assigned by the Chief Coroner/Medical Examiner in accordance with the duties required by Act 79-45 4.
5. Jefferson County shall:
 - a. Appoint by appropriate resolution a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners to

carry out the duties of Act 79-454 those persons offered by UAB who are deemed qualified hereunder by Jefferson County.

b. Pay UAB monthly in accordance with the following schedule for professional services herein under, payment to be made by the fifth work day of each month.

October, 2010	\$ 72,086.00	April, 2011	\$ 72,086.00
November, 2010	\$ 72,086.00	May, 2011	\$ 72,086.00
December, 2010	\$ 72,086.00	June, 2011	\$ 72,086.00
January, 2011	\$ 72,086.00	July, 2011	\$ 72,086.00
February, 2011	\$ 72,086.00	August, 2011	\$ 72,086.00
March, 2011	\$ 72,086.00	September, 2011	\$ 72,086.00

c. Provide such deputies and assistants, including secretarial assistants, as required to carry out the duties of Act 79-454, subject to the final approval of the Jefferson County Commission.

d. Provide such office at Cooper Green Hospital, office supplies, vehicles and related equipment and accessories as may be required by the Jefferson County Commission to properly perform the duties required by Act 79-454.

e. Pay UAB a one-time payment of \$ 16,694.00 for medical liability insurance for the fiscal period October 1, 2010 through September 30, 2011.

6. UAB acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAB understands and agrees that this agreement does not establish any employer-employee relationship, nor master servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of UAB. UAB shall not represent itself to any third party as an agent or employee of Jefferson County. UAB shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAB's immunity pursuant to Ala. Const., Article 1, Section 14.

7. This agreement shall commence on October 1, 2010 and shall end on September 30, 2011. Said agreement may be terminated by either party on thirty (30) days written notice to the other, either in its entirety or terminated only as to the position of Chief Coroner/Medical Examiner or either position of Associate Coroner/Medical Examiner (in which case the Agreement shall remain in full force and effect as to the other positions). This agreement shall be terminated immediately as to the position of Chief Coroner/Medical Examiner or Associate Coroner/Medical Examiner upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of , 2010.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins.

Jefferson County Commission

CONCUR:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF

ALABAMA, a public corporation and instrumentality of the

Kevin A. Roth, M.D.

State of Alabama, for The University of Alabama at Birmingham

Professor & Chairman

Eli Capilouto, DMD, ScD, MPH

Department of Pathology

Provost

AGREEMENT

WHEREAS, Act No. 79-4.54 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-4.54"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-4.54 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Consultant Toxicologist cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the Board of Trustees of the University of Alabama, a public corporation and instrumentality of the State of Alabama, for the University of Alabama in Birmingham, hereinafter referred to as UAB, and

WHEREAS, UAB has offered to provide the services of a Consultant Toxicologist to serve under the direction of the coroner/Medical Examiner who, in the opinion of Jefferson County, is qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of the Chief Coroner/Medical Examiner relating to the activities of the Consultant Toxicologist pursuant to contract with UAB, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAB shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed by the Chief Coroner/Medical Examiner in accordance with Act 79-454 as if fully set out herein relating to required Toxicological examinations of tissues and fluids.
 - b. Continuously fulfill the technical and educational qualifications and requirements for such consultations as directed by the Chief Coroner/Medical Examiner.
 - c. Direct and supervise any personnel serving as representatives or agents in the performance of necessary testing to ensure compliance with those duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Toxicologist has knowledge.
2. UAB shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter directed by the Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - b. As Consultant Toxicologist continuously fulfill all technical and educational qualifications in accordance with the directions of Chief Coroner/Medical Examiner and Act 79-454.
 - c. Carry out reasonable and necessary toxicological and procedures as required for a high level of performance of the duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Consultant Toxicologist has knowledge.
3. UAB shall provide professional liability insurance coverage or self-insurance for the incumbent Consultant Toxicologist for this contract period.
4. Jefferson County shall:
 - a. Appoint by appropriate resolution as Consultant Toxicologist to carry out the duties of Act 79-454 that person offered by UAB who is deemed qualified hereunder by Jefferson County.
 - b. Pay UAB monthly in accordance with the following schedule for professional services hereunder, payment to be made by the fifth work day of each month.

October, 2010	\$13,523.00	Aril, 2011	\$13,523.00
November, 20010	\$13,523.00	May, 2011	\$13,523.00
December, 2010	\$13,523.00	June, 2011	\$13,523.00
January, 2011	\$13,523.00	July, 2011	\$13,523.00
February, 2011	\$13,523.00	August, 2011	\$13,523.00
March, 2011	\$13,523.00	September, 2011	\$13,523.00
5. UAB acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAB understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of UAB. UAB shall not represent itself to any third party as an agent or employee of Jefferson County. UAB shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAB's immunity pursuant to Ala. Const., Article 1, Section 14.
6. This agreement shall commence on October 1, 2010 and shall end on September 30, 2011. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall terminate immediately upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of

, 2010.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins.

Jefferson County Commission

CONCUR:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the

Kevin A. Roth, M.D.

State of Alabama, for The University of Alabama at Birmingham

Professor & Chairman

Eli Capilouto, DMD, ScD, MPH

Department of Pathology

Provost

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

STAFF DEVELOPMENT

Richard Finley Commission District 1 Washington, DC \$567.75
Transportation Officials Meeting
October 20-21, 2010

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

Oct-26-2010-

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the attached letters in order to effectuate its Mental Health Parity Opt Out election pursuant to the new national health care mandate. (Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended.)

To: CMS - Medicare Enrollment & Appeals Group
Attention: HIPAA Opt Out
7500 Security Blvd C2-12-16
Baltimore, MD 21244-1850

HIPAA Exemption Election

Name of Plan: Jefferson County Commission Retirees Health Benefits Plan Plan Sponsor: Jefferson County Commission EIN: 63 - 6001579
Plan Number: 60101 Plan Year/Period of Plan coverage: October 1, 2010 through September 30, 2011 Medical Plan Administrator: Blue Cross and Blue Shield of Alabama Address: 450 Riverchase Parkway East, Birmingham, AL 35298-0001 Behavioral Health Plan Administrator: Behavioral Health Systems, Inc. Address: Two Metroplex Drive, Suite 500, Birmingham, AL 35209

The Jefferson County Commission Retirees Health Benefits Plan is not provided through insurance.

Jefferson County Commission elects under authority of Section 2721(b)(2) of the Public Health Service (PHS) Act and 45 CFR 146.180 of Federal regulations to exempt the Jefferson County Commission Retirees Health Benefits Plan from the following requirement of Title XXVII of the PHS Act: Parity in the application of certain limits to mental health benefits.

This election has been made in conformity with all rules of the plan sponsor, including any public hearing, if required. I certify that the undersigned is authorized to submit this election on behalf of the Jefferson County Commission Retirees Health Benefits Plan. A copy of the notice to plan enrollees is enclosed. If CMS has any questions regarding this election, please contact Demetrus J. Taylor, HR Director, at (205) 325-5249.

Bettye Fine Collins, Commission President

To: CMS - Medicare Enrollment & Appeals Group
Attention: HIPAA Opt Out
7500 Security Blvd C2-12-16
Baltimore, MD 21244-1850

HIPAA Exemption Election

Name of Plan: Jefferson County Commission Active Employees Health Benefits Plan Plan Sponsor: Jefferson County Commission EIN: 63

- 6001579 Plan Number: 60100 Plan Year/Period of Plan coverage: October 1, 2010 through September 30, 2011 Medical Plan Administrator: Blue Cross and Blue Shield of Alabama Address: 450 Riverchase Parkway East, Birmingham, AL 35298-0001 Behavioral Health Plan Administrator: Behavioral Health Systems, Inc. Address: Two Metroplex Drive, Suite 500, Birmingham, AL 35209

The Jefferson County Commission Active Employees Health Benefits Plan is not provided through insurance.

Jefferson County Commission elects under authority of Section 2721(b)(2) of the Public Health Service (PHS) Act and 45 CFR 146.180 of Federal regulations to exempt the Jefferson County Commission Active Employees Health Benefits Plan from the following requirement of Title XXVII of the PHS Act: Parity in the application of certain limits to mental health benefits.

This election has been made in conformity with all rules of the plan sponsor, including any public hearing, if required. I certify that the undersigned is authorized to submit this election on behalf of the Jefferson County Commission Active Employees Health Benefits Plan. A copy of the notice to plan enrollees is enclosed. If CMS has any questions regarding this election, please contact Demetrus J. Taylor, HR Director, at (205) 325-5249.

Betty Fine Collins, Commission President

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, November 2, 2010 at 10:00 a.m. in Commission Chambers.

President

ATTEST:

Minute Clerk