

STATE OF ALABAMA)

JEFFERSON COUNTY) October 5, 2010

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

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Minutes of September 28, 2010, be approved. Voting "Aye" Carns, Smoot, Bowman, Collins and Humphries.

Oct-5-2010-945

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on September 29, 2010 at 1:00 p.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Bowman seconded by Carns, voting "Aye" Bowman, Carns, Collins and Smoot. Voting "Nay" Humphries.

Sep-29-2010-942-SP MTG

Jefferson County Commission

Fiscal Year 2010-2011 Operating/Capital Budget

WHEREAS, Section 11-8-3. Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the fiscal year commencing October 1, 2010, and ending September 30, 2011 and to appropriate for the various purposes the respective amounts; and

WHEREAS, the said County Commission has carefully considered requirements for each department in the county government and has estimated the income and expense of operations and has prepared a balanced budget totaling \$763,581,519 for the following funds for the ensuing year:

General Fund	258,561,925
School Warrant Fund	77,174,000
Community Development Fund	2,860,821
Capital Projects	15,014,606
Capital Road Projects	7,198,821
Public Building Authority	5,351,000
Cooper Green Hospital Fund	89,168,957
Jefferson Rehabilitation and Health Center Fund	11,000,000
Sanitary Operations Fund	264,951,792
Community Development Home Program Fund	1,129,858
Emergency Management Agency Fund	1,342,298
Pension Board Fund	664,501
Debt Service Fund	<u>29,162,940</u>
TOTAL OPERATING BUDGET	<u>763,581,519</u>

BE IT RESOLVED by the County Commission of Jefferson County Alabama, that the Personnel Service Appropriations of Jefferson County are not transferable to operating fund accounts.

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Highway Maintenance Materials and Supplies of the Jefferson County Road Fund and the Capital Improvements Fund are not transferable to any other operating fund category of expenditures.

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County Operating Budget for Fiscal Year 2010-2011 be and the same is hereby adopted.

Motion was made by Commissioner Carns seconded by Commissioner Collins that the above resolution be adopted.

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the budget resolution be amended by reducing amount by \$1,000,000 for the Environmental Services Department Receiver salary. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

Commissioner Collins then called for a vote on the above resolution as amended. Voting "Aye" Carns, Collins and Bowman. Voting "Nay" Humphries. Commissioner Smoot abstained.

Sep-29-2010-944-SP MTG

Jefferson County Commission
Fiscal Year 2010-2011 Operating/Capital Budget

WHEREAS, Section 11-8-3. Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the Sheriff for the fiscal year commencing October 1, 2010, and ending September 30, 2011 and to appropriate for the various purposes the respective amounts; and

WHEREAS, the said County Commission has carefully considered the requirements for the Sheriffs department and has estimated the income and expense of operations and has prepared a budget as follows:

Sheriff Department	<u>53,835,283</u>
TOTAL OPERATING BUDGET	<u>53,835,283</u>

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the Sheriffs Operating Budget for Fiscal Year 2010-2011 be and the same is hereby adopted.

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

On Motion by Commissioner Carns seconded by Bowman to ratify the above resolution, voting "Aye" Carns , Bowman, Collins and Smoot. Voting "Nay" Humphries.

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 15 participants 12 New Property Appraisers & 3 New Appraisal Assistants	Bessemer, Alabama ACA Certification Testing October 18-22, 2010	\$3,375.00
Land Development - 8 participants Richard Rayburn Cindy Davis Joseph White Richard Grimes Frank Phillips Robert Smith Joe Young Cay Alby	Birmingham, Alabama 2010 Building Communities Conference October 7-8, 2010	\$35.00 \$35.00 \$35.00 \$35.00 \$35.00 \$35.00 \$35.00 \$35.00
Land Development - 10 participants Richard Grimes Frank Phillips Robert C. Smith Joe Young Cay Alby Dan Voketz Robin Jones Michael Morrison Brad Watson Karen Ameen	Birmingham, Alabama 2010 Building Communities Conference for CAPZO Re-certification October 7-8, 2010	\$49.00 \$49.00 \$49.00 \$49.00 \$49.00 \$49.00 \$49.00 \$49.00 \$49.00 \$49.00

For Information Only

Personnel Board - 5 participants	Birmingham, Alabama	
Pete Blank	The Four Discipline of Execution	\$19.80
Josh Gilliam	September 28, 2010	\$19.80
Mary McElroy		\$19.80
Jeff Crenshaw		\$19.80
Kim Kinder		\$19.80

Individual Staff Development

David Hinkle	Board of Equalization	Montgomery, Alabama ACA Certification Testing January 24-28, 2011	\$525.00
Enoch Brown	CGMH	Montgomery, Alabama Healthcare Educators of Alabama Fall Conference October 7-8, 2010	\$399.14
Jeffrey Sewell	County Attorney	Birmingham, Alabama CLE Seminar October 1, 2010	\$295.00
Travis Hulsey	Revenue	Bessemer, Alabama Institute of Management Accountants 25 th Annual Professional Development Program September 17, 2010	\$120.00

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

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

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

- ROADS AND TRANSPORTATION TRAFFIC NEXAIR INCORPORATED, PINSON, AL, CHANGE ORDER TO ADD PURCHASE ORDER FOR GAS. SAP PURCHASE ORDER # 2000035585 REFERENCE BID # 30-09 \$49.84 TOTAL
- COOPER GREEN MERCY HOSPITAL FROM STATE OF ALABAMA DEPARTMENT OF HEALTH, BIRMINGHAM, AL, TO PAY FOR SERVICES ALREADY RENDERED TO NEWBORNS ON MEDICAID. SAP PURCHASE ORDER # 2000047620 \$3,515.96 TOTAL
- JEFFERSON COUNTY TAX COLLECTOR FROM THE BIRMINGHAM NEWS, CHARLOTTE, NC, TO PAY FOR SERVICES ALREADY RENDERED ~F OR PERSONAL PROPERTY AD FOR THE PERIOD OF 7/23/10 AND 7/30/10. \$7,967.67 TOTAL
- JEFFERSON REHABILITATION AND HEALTH ADVANTAGE, DAPHNE, AL, TO PAY FOR PHARMACEUTICAL SERVICES FOR THE PERIOD OF 8/1/10 TO 9/30/11. EST. SAP PURCHASE ORDER # 2000047667 REFERENCE RFP # 66-10 \$85,000.00 TOTAL
- REPORTED FOR THE PERSONNEL BOARD OF JEFFERSON COUNTY FROM MONSTER WORLDWIDE, CHICAGO, IL, FOR MARKETING SERVICES TO PRO IDE A JOB POSTING PACKAGE FOR TWENTYFIVE (25) SIXTY (60) DAY JOB POSTING AND TEN (10) CAREER AD NETWORK CAMPAIGNS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000047634 EST. \$4,000.00 TOTAL
- COOPER GREEN MERCY HOSPITAL FROM LIFEGAS, LLC, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR MICROBIOLOGY SUPPLIES. SAP PURCHASE ORDER # 2000044580 REFERENCE BID # 18-10 \$60.00 TOTAL
- COOPER GREEN MERCY HOSPITAL PHARMACY AND SIX (6) OUTPATIENT PHARMACIES FROM GLOBAL PHARMACEUTICAL SOLUTIONS, ST. LOUIS, MO, RECOMMENDATION FOR CONTRACT RENEWAL FOR PHARMACY CLAIMS AND BENEFITS ADMINISTRATION. REFERENCE BID # 328-07 EST. \$96,000.00 TOTAL
- ROADS AND TRANSPORTATION FLEET MANAGEMENT MAINTENANCE FROM MANTEK, BIRMINGHAM, AL, TO AWARD CONTRACT FOR PARTS WASHING EQUIPMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 206-10 EST. \$12,000.00 TOTAL
- ROADS AND TRANSPORTATION FLEET MANAGEMENT MAINTENANCE FROM GENUINE PARTS/NAPA,

- BIRMINGHAM, AL, TO AWARD CONTRACT FOR AUTOMOTIVE AND TRUCK FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 205-10 EST.\$275,000.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM UNIVERSAL HOSPITAL SUPPLY, MINNEAPOLIS, MN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR PAST DUE INVOICES FOR MEDICAL EQUIPMENT RENTAL. SAP PURCHASE ORDER # 2000038476 \$7,000.00 TOTAL REFERENCE BID # 221-07
 11. GENERAL SERVICES DEPARTMENT FROM SPRINT/NEXTEL, RESTON, VA, CONTRACT RENEWAL FOR CELLULAR AND TWO-WAY COMMUNICATION FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 211-09 EST.\$375,000.00 TOTAL
 12. GENERAL SERVICES DEPARTMENT FROM SIEMENS BUILDING TECHNOLOGIES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FIRE ALARM SYSTEM, INSPECTION, TESTING AND MAINTENANCE FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 269-08 EST. \$90,000.00 TOTAL
 13. GENERAL SERVICES DEPARTMENT FROM OLYMPIA SPRINKLER INSTALLATION, ONEONTA, AL, CONTRACT RENEWAL FOR FIRE SPRINKLER SYSTEM INSPECTION FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 272-08 EST. \$60,000.00 TOTAL
 14. PERSONNEL BOARD OF JEFFERSON COUNTY FROM THE HISTORIC TUTWILER HOTEL HAMPTON INN AND SUITES (PRIMARY)/SHERATON BIRMINGHAM HOTEL (BACKUP), BIRMINGHAM, AL, FOR HOTEL ACCOMMODATIONS FOR PERSONNEL BOARD VOLUNTEER ASSESSORS FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 146-10 EST.\$165,000.00 TOTAL
 15. COOPER GREEN MERCY HOSPITAL LINEN DEPARTMENT FROM COMADE INCORPORATED, LOS ANGELES, CA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR OVERNIGHT SHIPPING ON EMERGENCY LINEN ORDER. SAP PURCHASE ORDER # 2000047675 \$400.00 TOTAL REFERENCE BID # 125-09
 16. COOPER GREEN MERCY HOSPITAL FROM KAYPENTAX, LINCOLN PARK, NJ, RECOMMENDATION TO AWARD CONTRACT FOR DIGITAL STROBE/ FEES TOWER EQUIPMENT FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000047730, 2000047731, 2000047732,2000047733 EST. \$64,824.00 TOTAL REFERENCE BID # 207-10
 17. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FROM ADVANCED IMAGING, BIRMINGHAM, AL, TO PAY FOR EMERGENCY REPAIR FOR MRI NOT COVERED BY CONTRACT.
 SAP PURCHASE ORDER 4 2000047757 \$23,108.00
 SAP PURCHASE ORDER # 2000047758 \$25,300.00
 SAP PURCHASE ORDER # 2000047759 \$36,317.97
 \$84,725.97 TOTAL
 18. GENERAL SERVICES PRINT SHOP FROM INTOPRINT TECHNOLOGIES, ROANOKE, VA, RECOMMENDATION TO AWARD CONTRACT FOR MAINTENANCE FOR PRINT SHOP EQUIPMENT FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 197-10 EST. \$8,459.92 TOTAL
 19. ALL JEFFERSON COUNTY DEPARTMENTS FROM ECOLAB, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR WAREWASHING/INSTITUTIONAL CLEANING SUPPLIES FOR THE PERIOD OF 10/1/10 TO 10/31/10. REFERENCE BID # 301-07 \$5,000.00 TOTAL
 20. JEFFERSON COUNTY WORKFORCE DEVELOPMENT FROM BONUS BUILDING CARE, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR CUSTODIAL SERVICES FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 209-10 EST. \$11,949.30 TOTAL
 21. COOPER GREEN MERCY HOSPITAL FROM AMERICAN HOSPITAL ASSOCIATION, CHICAGO, IL, TO PAY FOR IA MEMBERSHIP RENEWAL FOR THE PERIOD OF 1/1/10 TO 12/31/10. SAP PURCHASE ORDER # 2000047798 \$26,475.00 TOTAL

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

JEFFERSON COUNTY COMMISSION
 Finance Department
 Unusual Demands
 10/05/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	DocNo
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FLAG FOR COMMISSIONER BOWMAN'S OFFICE	COMMISSIONER, DISTRICT 1	162.00	1900043755
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CAFE ITEMS,SHIPMENT,CARTRIDGE,MILEAGE,TAPE	CGH: DIETARY	798.52	1900043920
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STATE MANDATED LEAK TEST ANALYSIS	COMMUNITY DEVELOPMENT	35.00	1900043903

DISTRICT 1	1000309	JEFFERSON CLINIC PC	REFUND OB PHYSICIAN & NEONATOLOGIST FEE	CGH: ADMINISTRATION	1,415.00	1900043758
DISTRICT 1	1001618	CYNTHIA L WALTEBURG	REGISTRATION TO RAISING RESILIENT CHILDREN	CGH: ADMINISTRATION	85.00	1900043926
DISTRICT 1	1001618	CYNTHIA L WALTEBURG	REIMBURSEMENT CLASS/SURF UP	CGH: ADMINISTRATION	25.00	1900043925
DISTRICT 1	1002703	CATHERINE WAMBUA	REIMB EMPLOYEE FOR GERI PSY	CGH: ADMINISTRATION	591.62	1900043267
DISTRICT 1	1003147	DECATUR ANESTHESIOLOGY	REFUND ANEST FEE/V. ADETUNJI 7/3-5/2010	CGH: ADMINISTRATION	250.00	1900043757
DISTRICT 1	1003242	SRIKANTH KARRA	EMPLOYEE REIMB FOR MEMBERSHIP DUES	CGH: DATA PROCESSING	140.00	1900043970
DISTRICT 1	1003242	SRIKANTH KARRA	REIMBURSE CONFERENCE	CGH: DATA PROCESSING	95.00	1900043971
DISTRICT 1	1004424	SHIRIN BANU	MILEAGE REIMBURSEMENT	CGH: ADMINISTRATION	223.16	1900043528
DISTRICT 1	1004424	SHIRIN BANU	REIMBURSEMENT CLASS/ EDUCATION MATERIAL	CGH: ADMINISTRATION	449.50	1900043773
DISTRICT 1	1004424	SHIRIN BANU	REIMBURSEMENT LICENSING	CGH: ADMINISTRATION	3,052.00	1900043529
DISTRICT 1	1005868	DONALD H MARKS MD	PROFESSIONAL LIABILITY INSURANCE	CGH: ADMINISTRATION	3,872.00	1900043263
DISTRICT 1	1020753	BENJAMIN F WALTZ	REFUND OF OVERPAYMENT	CGH: ADMINISTRATION	66.00	1900043965
DISTRICT 1	1024001	THERESA O EJEM	REIMBURSEMENT LICENSING	CGH: ADMINISTRATION	107.25	1900043264
DISTRICT 1	1026362	JOSEPH MOODY	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	2,200.00	1900043306
DISTRICT 1	1026421	WILLIAMS E DRAKE ESTATE	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	231.74	1900043454
DISTRICT 1	1026480	DEBORAH MORRIS	REFUND AFTER OBTAINING MEDICAL INSURANCE	CGH: PHARMACY	330.63	1900043756
DISTRICT 1	1026504	SONYA SHAMONA PARKER	REFUND OF OVERPAYMENT	CGH: ADMINISTRATION	500.00	1900043767
DISTRICT 1	1026505	VICTOR BEGO	REFUND OF OVERPAYMENT	CGH: ADMINISTRATION	1,334.00	1900043766
DISTRICT 1	1026506	IRENE DELGADO VILLA	REFUND OF OVERPAYMENT	CGH: ADMINISTRATION	71.00	1900043765
DISTRICT 1	1026507	SYED IMAN	OVERPAYMENT	CGH: ADMINISTRATION	28.00	1900043764
DISTRICT 1	1026508	MILLARD HOLLIS	REFUND OF OVERPAYMENT	CGH: ADMINISTRATION	513.00	1900043961
DISTRICT 1	1026509	DIANA RUIZ-ROSAS	REFUND OF OVERPAYMENT	CGH: ADMINISTRATION	1,425.00	1900043761
DISTRICT 1	1026510	HERSCHEL FOWLER	REFUND OF OVERPAYMENT	CGH: ADMINISTRATION	1,268.00	1900043760
DISTRICT 1	1026511	RAY A ALLOWAY	REFUND PER QUALITY MANAGEMENT	CGH: ADMINISTRATION	195.00	1900043759
*DISTRICT 1					19,463.42	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	INK CARTRIDGES;PHONE SCREEN PROTECTION	INFO TECH: NETWORK SUPPORT	140.54	1900043745
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAPER FOR 2010 BUILDING COMM CONF	LAND DEVELOPMENT	51.87	1900043892
*DISTRICT 2					192.41	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REQUEST -GW-R335-EMMITSBURG, MD	EMERGENCY MANAGEMENT AGENCY	38.34	1900043087
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REQ RECONCILIATION ACCA AUG 23-27	COMMISSIONER, DISTRICT 3	32.19	1900043737
DISTRICT 3	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, HOSES, CAR WASH	FLEET MGMT: ADMINISTRATION	199.58	1900043898
DISTRICT 3	1023150	JONES & BERRY PC	J&B TRUST ACCT TR 43 ROW ACQ MORGAN ROAD	R&T: ADMINISTRATION	9,900.00	1900043631
*DISTRICT 3					10,170.11	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PLASTIC STRINK WRAP	GEN SVCS: ADMINISTRATION	177.16	1900043373
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE D RUTLEDGE MILEAGE AUG/SEPT	HUMAN RESOURCES ADMIN	53.13	1900043848
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE FOR MAILOUT FOR SEWER BILLING	GEN SVCS: ADMINISTRATION	97.16	1900043921
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE M COLEMAN MILEAGE FOR AUG	HUMAN RESOURCES ADMIN	32.44	1900043915
DISTRICT 4	1000193	JEFFERSON CO TREASURER	KNIFE SHARPENED	GEN SVCS: PRINTING	24.00	1900043786
DISTRICT 4	1005859	WEST JEFFERSON MASONIC	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900043782
DISTRICT 4	1005859	WEST JEFFERSON MASONIC	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900043783
*DISTRICT 4					463.89	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIESEL FUEL TREATMENT FROM MATNEK	ES: VALLEY CREEK WWTP	450.00	1900043770
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INKJETS,CHARGERS,STAMPS,CONNECTORS,SPRAYER	ES: ADMIN LINE MAINTENANCE	515.70	1900043565
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRACTOR PARTS, VAN BELT, AND PLUMBING PARTS	ES: VALLEY CREEK WWTP	217.54	1900043771
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL'S,WASHERS,NUTS,ADAPTORS,OIL,IGN MODULE	ES: VILLAGE LINE MAINTENANCE	221.40	1900043628
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOLA POWER SUPPLY	ES: FIVE MILE CREEK WWTP	245.22	1900043629
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL'S,SHARPENER,GAS CAN,TRIMMER LINE,OIL	ES: SHADES LINE MAINTENANCE	140.11	1900043630
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FRESHWATER PUMP,SILICONE,TWO SIDED TAPE.	ES: TV INSPECTION & GROUTING	95.01	1900043567
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WATER;STAMPS;PVC;PROGRAMMABLE CARD	ES: FIVE MILE CREEK WWTP	173.47	1900043763
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSE;ADAPTER;BAR;METRIC KEY & BUSHING	ES: FIVE MILE MAINTENANCE SHOP	296.40	1900043768
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MAGNET;TARP;COUPLINGS;ELECTRICAL;SCREWS	ES: FIVE MILE MAINTENANCE SHOP	655.22	1900043912
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES, CARTIDGES, PAINT, TAPE,WELDING	ES: CAHABA RIVER WWTP	358.53	1900043904
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING, SEALANT, BATT., AND OIL	ES: CAHABA RIVER WWTP	246.48	1900043905
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING SUPPLIES	ES: BARTON LAB	20.51	1900043784
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING CHARGES	ES: INSTRUMENT SHOP	7.65	1900043780
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLUB CAR REPAIRS, HEX KEYS	ES: VALLEY CREEK WWTP	354.22	1900043896
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOWER PARTS	ES: TURKEY CREEK WWTP	125.74	1900043781
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DECANT VALVE,MEMORY CARDS,TAPE,GLUE,CDL'S	ES: SHADES LINE MAINTENANCE	494.93	1900043806
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUEL;KNEEPADS;SWITCH;DRIVE FOR AIR COND.	ES: FIVE MILE CREEK WWTP	496.93	1900043807
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLING, SHIPPING, HANDS FREE, CARTRIDGE	ES: TRUSSVILLE WWTP	158.10	1900043796
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROTOR	ES: FIVE MILE CREEK WWTP	365.83	1900043808
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOCKETS, FASTENERS, REPAIR KIT FOR ACTUATOR	ES: VALLEY CREEK WWTP	90.30	1900043809
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BANDING MAT.,FUSES,ALL THREAD,TAPE,NOZZLE	ES: PACKAGE WWTP & PUMP STATIO	396.45	1900043916
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED UPS BATTERY BACKUP FOR PLANT	ES: LEEDS WWTP	134.98	1900043907
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM LEEDS	ES: LEEDS WWTP	26.33	1900043908
DISTRICT 5	1000193	JEFFERSON CO TREASURER	YEARLY CERTIFICATE FOR ELEVATOR SERVICE	ES: FIVE MILE CREEK WWTP	75.00	1900043909
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS AND SUPPLIES, SHIPPING	ES: VILLAGE CREEK WWTP	663.73	1900043825
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HYDRAULIC HOSE - SEAL	ES: VILLAGE MAINTENANCE SHOP	121.08	1900043910
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS, CAPACITORS, FUSES, METRIC RODS	ES: PACKAGE WWTP & PUMP STATIO	220.70	1900043922
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MANTEK DIESEL FUEL TREATMENT	ES: VALLEY CREEK WWTP	300.00	1900043923
DISTRICT 5	1025070	RICK GORBACH	REFUND ON ACCT #W0-98771	FINANCE SEWER SERVICES	64.84	1900043788
DISTRICT 5	1026297	MARY ANN MACDONALD	REFUND ON ACCT #W0-96699	FINANCE SEWER SERVICES	57.47	1900043789
DISTRICT 5	1026298	SCOTT KANE	REFUND ON ACCT #W0-84748	FINANCE SEWER SERVICES	41.19	1900043787
DISTRICT 5	1026519	GARY SHUMAKER	REFUND ON ACCT #R 1000-339	FINANCE SEWER SERVICES	33.10	1900043790
DISTRICT 5	1026520	JIMMIE K WILLIAMS	REFUND ON ACCT #N5250-4950 (L1&2)	FINANCE SEWER SERVICES	256.15	1900043792
DISTRICT 5	1026521	SHANNON DURRANT	REFUND ON ACCT #W0-102085	FINANCE SEWER SERVICES	94.73	1900043791
DISTRICT 5	1026522	COMMERCE INVESTS LLC	REFUND ON ACCT #W0-98074-PM ADJ	FINANCE SEWER SERVICES	700.00	1900043793
*DISTRICT 5					8,915.04	
JOINT RESPON	1000128	JEFF CO DEPUTY TREASURER	POSTAGE, VOICE RECORDER	SHER ENFORCE-BESSEMER	40.64	1900043960
JOINT RESPON	1000128	JEFF CO DEPUTY TREASURER	RECORDED LEVIES/STAMP/RECORDER/USB CABLES	SHER ENFORCE-BESSEMER	197.48	1900043963
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PRINTER SUPPLIES	SHERIFF ENFORCE-BIRMINGHAM	88.99	1900043742
JOINT RESPON	1000193	JEFFERSON CO TREASURER	EMPLOYEE MILEGAGE REIMB	PER BD: TESTING	160.54	1900043753
JOINT RESPON	1000193	JEFFERSON CO TREASURER	LEVIES PROBATED	SHERIFF ENFORCE-BIRMINGHAM	60.00	1900043833
JOINT RESPON	1000193	JEFFERSON CO TREASURER	POLYGRAPH PAPER	SHER CORRECT-BIRMINGHAM	88.95	1900043918
JOINT RESPON	1000193	JEFFERSON CO TREASURER	COPIES - CIRCUIT COURT	COUNTY ATTORNEY	15.00	1900043919
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	WILLIAM PHARR-MILITARY CONVERSION	SHER CORRECT-BIRMINGHAM	1,491.64	1900043897
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	BRIAN L. REEVES-MILITARY CONVERSION	SHERIFF ENFORCE-BIRMINGHAM	3,562.58	1900043911
JOINT RESPON	1026443	DONALD AUGER	ASSESSORREIM_AUGER_JULY2010GRADASSMNT	PER BD: TESTING	509.75	1900043714
JOINT RESPON	1026444	JED BABBIN	ASSESSORREIM_BABBIN_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043715
JOINT RESPON	1026445	LAMARCUS BOLTON	ASSESSORREIM_BOLTON_JULY2010GRADASSMNT	PER BD: TESTING	175.00	1900043716
JOINT RESPON	1026446	SARA BROTHERS	ASSESSORREIM_BROTHERS_JULY2010GRADASSMNT	PER BD: TESTING	171.13	1900043717
JOINT RESPON	1026447	GARRETT BUSH	ASSESSORREIM_BUSH_JULY2010GRADASSMNT	PER BD: TESTING	256.99	1900043718
JOINT RESPON	1026448	YUYING CHUANG	ASSESSORREIM_CHUANG_JULY2010GRADASSMNT	PER BD: TESTING	141.20	1900043719
JOINT RESPON	1026449	CASSANDRA CUNFER	ASSESSORREIM_CUNFER_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043721
JOINT RESPON	1026450	KEVIN FITZGERALD	ASSESSORREIM_FITZGERALD_JULY2010GRADASSMNT	PER BD: TESTING	235.51	1900043713
JOINT RESPON	1026451	YOUKANG GAO	ASSESSORREIM_GAO_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043722
JOINT RESPON	1026452	CHRISTOPHER LAKE	ASSESSORREIM_LAKE_JULY2010GRADASSMNT	PER BD: TESTING	449.00	1900043724
JOINT RESPON	1026453	NITAL PATEL	ASSESSORREIM_PATEL_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043725
JOINT RESPON	1026454	MATTHEW PITA	ASSESSORREIM_PITA_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043727
JOINT RESPON	1026455	LIAM RYAN	ASSESSORREIM_RYAN_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043728
JOINT RESPON	1026456	ALLYSA SINGER-OLIVEIRA	ASSESSORREIM_SINGEROLIVIE_JULY2010GRADASSMNT	PER BD: TESTING	455.48	1900043729
JOINT RESPON	1026457	BRANDON SMIT	ASSESSORREIM_SMIT_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043730
JOINT RESPON	1026458	CORA SMITH	ASSESSORREIM_SMITH_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043731
JOINT RESPON	1026459	JACQUELINE SPENCER	ASSESSORREIM_SPENCER_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043732
JOINT RESPON	1026460	MARY MARGARET SUDDUTH	ASSESSORREIM_SUDDUTH_JULY2010GRADASSMNT	PER BD: TESTING	454.67	1900043733
JOINT RESPON	1026461	STEVEN TOADDY	ASSESSORREIM_TOADDY_JULY2010GRADASSMNT	PER BD: TESTING	157.10	1900043734
JOINT RESPON	1026462	BIANCA TREJO	ASSESSORREIM_TREJO_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043735
JOINT RESPON	1026463	BENJAMIN TRYBA	ASSESSORREIM_TRYBA_JULY2010GRADASSMNT	PER BD: TESTING	454.67	1900043744
JOINT RESPON	1026464	MANASHRI VORA	ASSESSORREIM_VORA_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043747
JOINT RESPON	1026465	CHERISE WHITE	ASSESSORREIM_WHITE_JULY2010GRADASSMNT	PER BD: TESTING	248.12	1900043711
JOINT RESPON	1026466	MARY WOODS	ASSESSORREIM_WOODS_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043748
JOINT RESPON	1026467	STEPHEN YOUNG	ASSESSORREIM_YOUNG_JULY2010GRADASSMNT	PER BD: TESTING	125.00	1900043750
JOINT RESPON	1026468	KELLY ZHAO	ASSESSORREIM_ZHAO_JULY2010GRADASSMNT	PER BD: TESTING	148.49	1900043752
*JOINT RESPON					11,187.93	
**					50,392.80	

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

Oct-5-2010-946

WHEREAS, the Jefferson County Commission previously approved a resolution on October 13, 2009 authorizing an Agreement between Jefferson County, AL and Childcare Resources for a Community Development Block Grant Recovery (CDBG-R) Public Service contract agreement.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute Amendment #1 to modify the time of performance by an additional Ninety Two days. The new contract expiration date is December 31, 2010. The Agreement is from Program Year 2008 Federal funds.

AMENDMENT NO. 1
CDBG-R PUBLIC SERVICE GRANT AGREEMENT
CDBG-R-08-05L-CCR

This Amendment No. 1 dated , 2010 will modify the existing Contract Agreement between Jefferson County, Alabama (COUNTY) and Childcare Resources (SUB-RECIPIENT) to read as follows:

PARAGRAPH 1

DELETE:

. . . which shall terminate on or before the 30th day of September, 2010, unless amended by written instrument as provided for herein.

SUBSTITUTE:

. . . which shall terminate on or before the 31st day of December, 2010, unless amended by written instrument as provided for herein.

This Amendment No. 1 in no way alters any other provisions of the original Agreement between the COUNTY and SUB-RECIPIENT other than those specifically cited herein above.

JEFFERSON COUNTY, ALABAMA

Witness:

Betty Fine Collins, President
Jefferson County Commission

Witness:

CHILDCARE RESOURCES

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

Oct-5-2010-947

WHEREAS, Jefferson County has received approval from the Alabama Department of Economic and Community Affairs for National Emergency Grant Funds for the purpose of on the training for dislocated workers; and

WHEREAS, the grant assistance approved is for \$183,401.00 for the period 08/01 /10 - 06/30/12; and

WHEREAS, it is necessary to execute required documents and reports in compliance with the grant.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, is authorized to sign all documents and reports in connection with the NEG Grant.

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

Oct-5-2010-948

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

DISPOSALS:

REVENUE:

140000000624	LASER PRINTER	OBSOLETE/NO LONGER IN DEPT.
140.000001249	TALLY MT340 PRINTER	SOLD (WAREHOUSE FOR AUCTION)
140000001847	ROYAL COPIER	SOLD (WAREHOUSE FOR AUCTION)

140000001969	NETWORK LASER PRINTER	SOLD (WAREHOUSE FOR AUCTION)
140000001973	ROYAL COPIER 3010 (REV - H'WOOD)	SOLD (WAREHOUSE FOR AUCTION)
140000001975	ROYAL COPIER 3010 (REV - B'HAM)	SOLD (WAREHOUSE FOR AUCTION)
140000002289	DELL OPTIPLEX 19 IN MONITOR	SOLD (WAREHOUSE FOR AUCTION)
140000002302	DELL OPTIPLEX 19 IN MONITOR	SOLD (WAREHOUSE FOR AUCTION)
140000002313	DELL OPTIPLEX 19 IN MONITOR	SOLD (WAREHOUSE FOR AUCTION)
140000002595	SAVIN 2535 COPIER	SOLD (WAREHOUSE FOR AUCTION)
140000003031	LEXMARK C752N COLOR PRINTER	SOLD (WAREHOUSE FOR AUCTION)
140000004737	TALLY MT340 PRINTER	SOLD (WAREHOUSE FOR AUCTION)
140000004908	PRINTER	SOLD (WAREHOUSE FOR AUCTION)
140000005358	LASER PRINTER W/KOFAX IMAGE	SOLD (WAREHOUSE FOR AUCTION)
140000005360	LASER PRINTER W/KOFAX IMAGE	SOLD (WAREHOUSE FOR AUCTION)
140000005371	ALR OPTIMA PENTIUM PC	SOLD (WAREHOUSE FOR AUCTION)
140000005514	NOTEBOOK COMPUTER W/MODEM	SOLD (WAREHOUSE FOR AUCTION)

INFORMATION TECHNOLOGY

130000000059	STK TAPE BKUP/SUN STORAGE TECK L700	OBSOLETE
140000001768	STK TAPE BKUP L700/SUN STORAGE TEC	OBSOLETE
070165	SUN STORAGE TEK L700	OBSOLETE

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

Oct-5-2010-949

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Agreement between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC, to provide auditing services for Fiscal Year 2008, which will increase compensation to an amount not to exceed \$702,000. No additional funds required.

AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC approved by the Jefferson County Commission on August 10, 2010 (Minute Book: 160; Page Number: 300-304) is hereby amended as follows:

Amend Paragraph 5 as follows:

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

<u>ACCOUNTING SERVICE</u>	<u>COST PROPOSAL</u>
(a) Audit of the Commission's financial accounts for the year ended 9/30/08	Estimated Hours - 3,725 Estimated Fees - \$505,000
(b) Single Audit of the Commission's federal grant programs for the year ended 9/30/08 (assumes 5 programs, each additional program \$22,000)	Estimated Hours - 800 Estimated Hour - \$120,000
(c) Adjunct projects, as specified in Paragraph 3	Estimated Fees - \$55,000
(d) Hourly rates by position are as follows:	
POSITION	HOURLY RATES
Member	\$200 - \$290
Senior Manager/ Manager	\$165 - \$195
Supervisor	\$130 - \$160
Senior Accountant	\$110 - \$130
Staff Accountant	\$105

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

WARREN, AVERETT, KIMBROUGH & MARINO, LLC

Carol Phillips

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Warren, Averett, Kimbrough and Marino, LLC to provide auditing services for Fiscal Year 2009 in an amount not to exceed \$702,000. No additional funds required.

ACCOUNTING SERVICES CONTRACT

August 24, 2010

THIS AGREEMENT entered into this 24th day of August 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and Warren, Averett, Kimbrough & Marino, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be August 24, 2010.

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

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 15910, dated June 16, 2010, the terms of which are included herein by reference. The Contractor shall perform all necessary professional financial services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner accounting audits as described below:
 - a. An audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit(s), each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the Jefferson County Commission as of and for the year ended September 30, 2009.
 - b. Services shall include sufficient examination of underlying data to conclude that footnote information and the amounts included therein with respect to derivatives and interest swap rates are in accordance with generally accepted accounting principles and are not materially misstated in relation to the financial statements as a whole. Contractor will be given a work product from the swap consultant to help with their review.
 - c. A Single Audit of the Jefferson County Commission's federal grant programs for the year ended September 30, 2009.
3. **ADJUNCT PROJECTS:** The Commission anticipates that services in addition to those discussed in section 2 may be requested from time-to- time from the Contractor to provide analyses, information gathering or other agreed upon procedures. Such requests for services, upon approval by the Finance Committee of the Jefferson County Commission and acceptance by the Contractor, will be billed at the hourly rates itemized in Section 5.c. Progress billings for such services will be in accordance with section 5.
4. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional financial accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until December 31, 2011. The parties may extend the term of this agreement by mutual agreement if required for completion of services.
5. **COMPENSATION:** The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided, the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

<u>ACCOUNTING SERVICE</u>	<u>COST PROPOSAL</u>
(a) Audit of the Commission's financial accounts for the year ended 9/30/08	Estimated Hours - 3,725 Estimated Fees - \$505,000
(b) Single Audit of the Commission's federal grant programs for the year ended 9/30/08 (assumes 5 programs, each additional program \$22,000)	Estimated Hours - 800 Estimated Hour - \$120,000
(c) Adjunct projects, as specified in Paragraph 3	Estimated Fees - \$55,000
(d) Hourly rates by position are as follows:	
POSITION	HOURLY RATES
Member	\$200 - \$290
Senior Manager/ Manager	\$165 - \$195
Supervisor	\$130 - \$160
Senior Accountant	\$110 - \$130
Staff Accountant	\$105

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

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

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

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

7. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor acknowledges that it is required to agree to and comply with AO 084 regarding equal opportunity practices. A copy of the AO is attached hereto.

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

9. TERMINATION OF CONTRACT: This contract, with regard to the audit of the September 30, 2010 financial statements, may be terminated by the County with a thirty (30) day written notice to the Contractor if the County engages the State of Alabama Department of Examiners of Public Accounts to perform that audit. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a beach by the Contractor.

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

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

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

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

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

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

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

CONTRACTOR

Carol L. Phillips, CPA

Warren, Averett, Kimbrough & Marino, LLC

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

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

Oct-5-2010-951

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and ADTRAV Travel Management to provide services for FY2010-2011.

Contract Amendment No. 2

This Amendment to Contract entered into the 23rd day of September, 2008, between Jefferson County, Alabama, hereinafter referred to as the "County", and ADTRAV Travel Management, hereinafter referred to as the "Contractor". Contractor to provide Travel Management Services to Jefferson County Commission Employees.

WITNESSETH:

WHEREAS, the Personnel Board of Jefferson County, AL desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties entered into on the 23rd of September, 2008, which was approved by the Commission and recorded in Minute Book 156, Pages 484-487, hereby amended as follows:

5. TERM 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 remains the same.

Jefferson County Commission

Betty Fine Collins, President

ADTRAV Travel Management

Roger Hale, President

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

Oct-5-2010-952

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute an agreement with TATA America International Corporation for software support services covering the Department of Revenue "Tax Mantra" Revenue Management System.

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

Oct-5-2010-953

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Behavioral Interventions, Inc. to provide monitoring for the Electronic Monitoring Program for FY10-11 in the amount of \$72,000. No additional funds required.

CONTRACT NO. 00001021

RFP NO. 120-10

ELECTRONIC MONITORING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of September 1, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and BI Incorporated located at 6400 Lookout Road, Boulder, CO 80301 hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2010.

WHEREAS, the County desires to contract Electronic Monitoring Services for the Jefferson County Family Court, hereinafter called "The County" in accordance with the terms and conditions of County's Request For Proposal No. 12010 ("RFP"), Contractor's Response dated May 13, 2010 to the RFP, and this Contract No. 00001021 ("Contract"), and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. PURPOSE AND OBJECTIVE: To provide electronic monitoring services for Jefferson County Family Court.

3. SCOPE OF SERVICES #1: The Standard Electronic Monitoring (EM) Program of Family Court involves the home Detention of juvenile delinquents and has a maximum capacity of 200 monitored daily. Although introduced to address The dilemma of juvenile detention overcrowding, EM has expanded to serve as a tool of probation as well. Juveniles on EM have limited opportunities to leave the house and are monitored exclusively through the use of RF ankle bracelets. Prior to placement on EM, candidates are risk-assessed to determine eligibility for the program. The Electronic Monitoring Program employs officers 247 to monitor each youth's daily activity. The program targets community safety concerns through zero tolerance and insures rapid response to violations.

4. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render electronic monitoring services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is August 31, 2011, however, the Contract may be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

Category 1: Radio Frequency Monitoring

Standard RF:	Daily Rate per client for the period of one year	\$2.35
Cellular RF:	Daily Rate per client for the period of one year	\$4.76
Multiple Clients RF:	Daily Rate per client for the period of one year	\$2.35

5. COMPENSATION: The Contractor shall be paid monthly after submission and approval of an itemized invoice showing date of service, name of resident, staff member, etc. and legal or consultation service provided.

6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of 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 subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance

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

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

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

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

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

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

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

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

address as

may be designated in writing by the parties:

Client: Jefferson County Family Court
120 2nd Court N
Birmingham, AL 35234

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

15. AMENDMENT OF AGREEMENT: This Contract, RFP, and Contractor's Response to the RFP contain 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. In the event of any conflict among the terms and conditions of this Contract, the RFP, and Contractor's Response to the RFP, the order of preference shall be as follows: The RFP, BI's Response to the RFP, and this Contract.

16. BREACH AND DEFAULT: Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Offeror shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

17. INSURANCE: The successful bidder will maintain such insurance as will protect him and the County from claim 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 and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 Bodily injury and property damage combined occurrence

\$1,000,000 Bodily injury and property damage combined aggregate

\$1,000,000 Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 Limit each occurrence

Umbrella Coverage:

\$1,000,000 Each occurrence

\$1,000,000 Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

18. PROTECTION DAMAGE: Offeror will be responsible for any damage to property of the County or others caused by him/her, any employee or subcontractor, and will replace and make good such damage. The Offeror will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. The Offeror will comply with all safety laws and regulations in effect in the locality.

19. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and

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

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

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

22. 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 (end of sentence on contract)

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

CONTRACTOR:

Michael E. Hankerd
Corporate Controller

JEFFERSON COUNTY, ALABAMA

Commissioner Betty Fine Collins, President

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 1,980' of aerial cable at 148 Della Rose Drive in the Forestdale area.

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

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 Country Laundry Facility at Camp Ketona.

RIGHT-OF-WAY DEED (SEWER)
Jefferson County Laundry Facility @ Camp Ketona
8/31/2010

ENGINEERING -461

This instrument prepared by:
Rick Turner
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 the Southwest corner of the Southeast ¼ of Section 29, Township 16 South, Range 2 West, Jefferson County, Alabama, said point being marked with a found 2 capped pipe; thence run east along the south line of the Southeast ¼ of said Section 29 for a distance of 617.98 feet to a point; thence turn left 90° 00' 00" and run in a northerly direction for a distance of 240.59 feet to the Point-of-Beginning of a 20 foot wide sanitary sewer easement herein described, said easement lying 10 feet to each side of, parallel to and abutting the following described centerline; thence turn left 6° 11' 00" and run in a northerly direction a distance of 139.79 feet to a point; thence turn right 91° 14' 18" and run in a easterly direction a distance of 216.90 feet to a point; thence turn left 47° 38' 10" and run in a northeasterly direction a distance of 198.94 feet to a point; thence turn left 8° 24' 44" and run in a northeasterly direction a distance of 203.56 feet to a point; thence turn left 17° 26' 19" and run in a northerly direction a distance of 144.18 feet to the Point-of-Ending of this sanitary sewer easement. Less and except, any portion lying within the right-of-way of Pine Hill Road and County Shop Road.

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 _____ 20__.

ATTEST: Minute Clerk

Bettye Fine Collins, President
Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Professional Services Contract between Jefferson County and David P. Mullins, MAI for appraisal of the remaining tracts on Topics Phase

VII. The amount of this contract is \$10,000.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 21st day of September, 2010, by and between Jefferson County, Alabama, hereinafter called the County, and David P. Mullins, MAI, hereinafter called the Contractor. The effective date of this agreement shall be September 21, 2010.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called ROW; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of certain properties necessary to complete the Topics Phase VII Project No. STPBH-9802(904).

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on April 1, 2011.

4. **COMPENSATION:** Contractor shall be compensated for services rendered as follows:

\$2,500.00 per appraisal for commercial appraisals

\$1,500.00 per appraisal for residential appraisals

\$150.00 per hour for Court Time, if necessary

Total cost of appraisals work performed under this contract is not to EXCEED \$10,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 30 day basis.

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

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

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

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

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

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

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

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

or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

14. This contract shall replace that certain contract by and between David P. Mullins and Jefferson County approved March 17, 2009 in Minute Book 157 Pages 544-545.

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

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
David Mullins, MAI	Bettye Fine Collins, President
	Jefferson County Commission

DIRECTOR/COUNTY ENGINEER	ATTEST:
E. Wayne Sullivan	Minute Clerk

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

Oct-5-2010-956

WHEREAS, Jefferson County, in cooperation with the Jefferson County Department of Health and the Health Action Partnership, has been working on strategies to combat obesity in the region; and

WHEREAS, an important part of this program is encouraging a comprehensive approach to community planning that encourages development of neighborhoods that are conducive to walking and bicycling and are less automobile dependent; and

WHEREAS, Jefferson County is co-sponsoring a conference on Smart Growth Development and transportation strategies with the Regional Planning Commission of Greater Birmingham during the month of October; and

WHEREAS, Jefferson County will be holding a hearing and taking comments on a proposed SmartCode that would again allow development similar to the older pedestrian-oriented, family-friendly communities found in Jefferson County and across the county, development resembling that of traditional neighborhoods, towns and villages.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the month of October, 2010 be designated at "Comprehensive Planning Month in Jefferson County".

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

Oct-5-2010-957

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official bond(s) of the following in the sum of \$2,000 each and that RLI Insurance Company, be and the same hereby is properly approved and that the President of this Commission be, and hereby is authorized, directed and empowered to note the approval of the County Commission of Jefferson County, Alabama upon said bonds.

<i>Travis Jackson Box</i>	<i>Joseph Michael McDonald</i>	<i>Steven James O'Connor</i>
<i>Christopher William Russell</i>	<i>Daniel Thomas Tipton</i>	

There are five bonds for Deputy Sheriff (for Commission approval only)

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

Oct-5-2010-958

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Miss Sandra Fay Eiland be denied.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, October 12, 2010, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk