

STATE OF ALABAMA)

JEFFERSON COUNTY) February 8, 2011

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

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

Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the Minutes of January 25, 2011, be approved. Voting "Aye" Bowman, Stephens, Brown, Carrington and Knight.

STAFF DEVELOPMENT

Multiple Staff Development

Emergency Management Agency - 2 participants

David Waters	Montgomery, Alabama	\$277.50
Horace Walker	Essentials of Community Cyber Security & the EOC's Role in Managing Community Cyber Attacks February 22-24, 2011	\$277.50

Roads & Transportation - 22 participants
22 Employees @\$75.00

Tuscaloosa, Alabama	\$1,650.00
Alabama Vegetation Management Annual Meeting March 1-2, 2011	

Roads & Transportation - 2 participants

Michael Mitchell	Savannah, Georgia	\$861.28
Billy Bowman	2011 International Society of Arboriculture - North American Tree Conference February 20-23, 2011	\$940.28

Individual Staff Development

T. Joe Knight	Commission	Prattville, Alabama	\$146.98
		ALGTI: Ethical and Legal Issues January 20-21, 2011	

Lynn Smith	Comm & Econ Development	Atlanta, Georgia	\$372.38
		NSP Problem Solving Conference February 8-10, 2011	

Cynthia Daniels	Comm & Econ Development	Birmingham, Alabama	\$275.00
		104 th GFOA Annual Conference February 16-18, 2011	

Allen Kniphfer	EMA	Emmitsburg, Maryland	\$360.97
		E963: NIMS ICS All-Hazards Planning Section - TTT January 23-28, 2011	

Rhonda Cashatt	General Services	Pelham, Alabama	\$42.00
		Alabama Green Industry Center for Re-Certification February 8, 2011	

RayShon M. Williams	HR	Birmingham, Alabama	\$60.00
		Samford Job Fair March 3, 2011	

For Information Only

Cynthia Holiness	Personnel Board	Hoover, Alabama	\$275.00
		Government Finance Officers Assn. Annual Conference February 16, 2011	

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the Staff Development be approved. Voting

"Aye" Brown, Stephens, Bowman, Carrington and Knight.

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

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

WEEK OF 1/13/11 – 1/19/11

RECOMMENDED FOR:

1. JEFFERSON REHABILITATION AND HEALTH CENTER (JRHC) FROM ALABAMA NURSING HOME ASSOCIATION, MONTGOMERY, AL, FOR ANNUAL MEMBERSHIP FEES FISCAL YEAR 2011. SAP PURCHASE ORDER # 2000051862
\$21,148.18 TOTAL
2. SHERIFF'S DEPARTMENT (BIRMINGHAM ENFORCEMENT) FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL, TO PURCHASE FLASH BANG GRENADES (252 EACH). SAP PURCHASE ORDER # 2000051893
\$7,308.00 TOTAL
3. GENERAL SERVICES (BIRMINGHAM JAIL) FROM MCCAIN ENGINEERING, PELHAM, AL, TO REPLACE TUBING IN ONE EXISTING KEWANEE FIRE TUBE BOILER. SAP PURCHASE ORDER # 2000051894 \$9,965.00 TOTAL
4. REVENUE DEPARTMENT FROM NCP INCORPORATED, BIRMINGHAM, AL, FOR TAX COUPON BOOKS (PRINTING/BINDING AND MAILING) FOR THE PERIOD OF 10/01/10 TO 9/30/11. SAP PURCHASE ORDER # 2000051913
\$16,135.00 TOTAL REFERENCE BID # 142-10

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SAKURA FINETEK USA, TORRANCE, CA, FOR EMERGENCY SAKURA VIP E TISSUE PROCESSOR. SAP PURCHASE ORDER # 2000051726 \$6,000.00 TOTAL
REFERENCE BID # 269-08
2. COOPER GREEN MERCY HOSPITAL FROM ANESTHESIA HEALTH CARE AUTHORITY, BIRMINGHAM, AL, TO PAY FOR ANESTHESIA SERVICES ALREADY RENDERED TO PATIENTS FROM 4/20/10 TO 9/14/10 TO 9/29/10.
SAP PURCHASE ORDER # 2000051788 \$6,991.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL FROM GEORGIA HOSPITAL ASSOCIATION, BIRMINGHAM, AL, TO PAY FOR CARE CORE PARTICIPATION FEE ALREADY RENDERED FOR THE PERIOD OF THROUGH 12/31/10.
SAP PURCHASE ORDER # 2000051787 \$12,500.00 TOTAL

For Week of 1/20/11-1/26/11

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM STERIS CORPORATION, MENTOR, OH, FOR SCOPE WASHERS. SAP PURCHASE ORDER # 2000051904 \$61,400.00 TOTAL
AMERINET CONTRACT # VQ-10087
2. SHERIFF'S DEPARTMENT (BIRMINGHAM) FROM MICHAEL'S AUTO SALES AND TOWING, BIRMINGHAM, AL, TO REFURBISH PATROL VEHICLES. SAP PURCHASE ORDER # 2000051965 \$78,248.05 TOTAL
REFERENCE BID # 182-09
3. SHERIFF'S DEPARTMENT (BIRMINGHAM ENFORCEMENT) FROM HOWARD TECHNOLOGY SOLUTIONS, LAUREL, MS, TO PURCHASE PANASONIC PORT REPLICATORS AND PANASONIC POWER ADAPTERS.
SAP PURCHASE ORDER # 2000051979 \$17,420.00 TOTAL REFERENCE BID # 30-11
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM HDT ENGINEERED TECHNOLOGIES, FAIRFIELD, VA, FOR BASE TENT SHELTER WITH IMSURT PORT TRAILER. SAP PURCHASE ORDER # 2000051028 \$51,620.00 TOTAL
REFERENCE BID # 49-11
5. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE FOR HOUSING REHABILITATION FOR PATRICIA MASON.
SAP PURCHASE ORDER # 2000047126 \$14,585.00 TOTAL REFERENCE BID # 190-10

REPORTED FOR:

1. OFFICES OF SENIOR CITIZEN SERVICES FROM YAR-TAY COMPANY INCORPORATED, BIRMINGHAM, AL, TO PAY FOR CATERING SERVICES ALREADY RENDERED AT THE BOUTWELL AUDITORIUM 12/09/10.
SAP PURCHASE ORDER # 2000052038 \$16,695.00 TOTAL
2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM F4W INCORPORATED SERVICE RENEWALS, LAKE MARY, FL, EXTENDED MAINTENANCE AGREEMENT AND ONSITE EQUIPMENT INSPECTION FOR SYSTEMS FALLEN OUT OF

- COVERAGE. SAP PURCHASE ORDER # 2000052078 \$37,883.22 TOTAL
3. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET INCORPORATED, WARSAW, IN, TO PAY INVOICE FOR IMPLANTS FOR PATIENT HICKENBOTTOM. SAP PURCHASE ORDER # 2000052073 \$5,148.00 TOTAL ORDERED BY SURGERY DEPARTMENT.
4. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM GLAXOSMITHKLINE, ATLANTA, GA, FLU VACCINE FOR 2011-2012 FLU SEASON. (TO BE DELIVERED BETWEEN AUGUST 1, 2011 - SEPTEMBER 30, 2011) PREVIOUSLY APPROVED BY COMMISSION ON 9/14/10. SAP PURCHASE ORDER # 2000051621 \$76,880.00 TOTAL REFERENCE BID # 98-08
5. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM JOHNSON CONTROLS, HOOVER, AL, FOR PERFORMING T & B SERVICES TO POSITIVE AND NEGATIVE PRESSURE ROOMS THAT WERE IDENTIFIED DURING JOINT COMMISSION AS NON-CONFORMING TO STANDARDS. SAP PURCHASE ORDER # 2000052080 \$10,721.58 TOTAL

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
2/08/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000062	AMERICAN ACADEMY OF	AMER ACADEMY FORENSIC SCIENCES DR BRISSIE	CORONER/MEDICAL EXAMINER	145.00	1900046530
DISTRICT 1	1000062	AMERICAN ACADEMY OF	AMER ACADEMY FORENSIC SCIENCES DR SIMMONS	CORONER/MEDICAL EXAMINER	145.00	1900046531
DISTRICT 1	1000062	AMERICAN ACADEMY OF	AMER ACADEMY FORENSIC SCIENCES DR DAVIS	CORONER/MEDICAL EXAMINER	145.00	1900046532
DISTRICT 1	1000193	JEFFERSON CO TREASURER	NAIL POLISH, COTTON BALLS, REMOVER	CO HOME: PATIENT ACTIVITY	115.16	1900047725
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CUPCAKES FOR MARKETING EVENT	CO HOME: DIETARY	16.00	1900047726
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FLORAL DECORATIONS FOR ANNUAL MEMORIAL	CO HOME: DIETARY	15.00	1900047727
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MKTNG MATERIALS, PLATES, CAKE&ICE CREAM	CO HOME: DIETARY	41.20	1900047729
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PATIENT ACTIVITY 2 BAGS OF CANDY	CO HOME: DIETARY	17.52	1900047730
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MKTNG ITEMS:MUGS,FRAMES, CHRISTMAS BELLS	CO HOME: DIETARY	87.00	1900047732
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LIVE LOVE BIRDS FOR ANNUAL MEMORIAL SVC	CO HOME: DIETARY	70.00	1900047728
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DOOR PRIZES SR.MKTNG. ,BATH SET, T.PILLO	CO HOME: DIETARY	134.26	1900047731
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LIVE LOVE BIRDS FOR ANNUAL MEMORIAL SVC.	CO HOME: GENERAL ADMIN	70.00	1900047735
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CARPET MACH RENTAL/CLEAN USED-GSOC ELECTIONS	GEN SVCS: ADMINISTRATION	58.78	1900047795
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE SUPPLIES/SHIPPING SLIDES	CORONER/MEDICAL EXAMINER	57.39	1900047987
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR MAILOUT FOR SEWER BILLING	GEN SVCS: ADMINISTRATION	46.48	1900047964
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCH PRINTER RIBBONS & KEY DEPOSIT REFUNDS	GEN SVCS: ADMINISTRATION	198.95	1900048089
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR TAX ASSESS& REVENUE MAILOUTS	GEN SVCS: ADMINISTRATION	91.92	1900048168
DISTRICT 1	1000193	JEFFERSON CO TREASURER	KEY REFUND AND CARPET SPOT CLEANER	GEN SVCS: ADMINISTRATION	36.44	1900048068
DISTRICT 1	1003332	AMERICAN SOCIETY FOR	AMER SOC CLINICAL PATHOLOGY DR DAVIS	CORONER/MEDICAL EXAMINER	329.00	1900046518
DISTRICT 1	1003332	AMERICAN SOCIETY FOR	AMER SOC CLINICAL PATHOLOGY DR SIMMONS	CORONER/MEDICAL EXAMINER	329.00	1900046521
DISTRICT 1	1003332	AMERICAN SOCIETY FOR	AMER SOC CLINICAL PATHOLOGY DR BRISSIE	CORONER/MEDICAL EXAMINER	329.00	1900046515
DISTRICT 1	1003332	AMERICAN SOCIETY FOR	AMER SOC CLINICAL PATH CK SAMPLE SUBSCRIPT	CORONER/MEDICAL EXAMINER	415.00	1900046510
DISTRICT 1	1004056	STEVE SPARKS	TRAVEL REIMBURSEMENT	GEN SVCS: E911 DISPATCHERS	64.99	1900048085
DISTRICT 1	1006750	COLLEGE OF AMERICAN	COLLEGE AMERICAN PATHOLOGISTS DR BRISSIE	CORONER/MEDICAL EXAMINER	325.00	1900047686
DISTRICT 1	1006750	COLLEGE OF AMERICAN	COLLEGE AMERICAN PATHOLOGISTS DR DAVIS	CORONER/MEDICAL EXAMINER	325.00	1900047693
DISTRICT 1	1006750	COLLEGE OF AMERICAN	COLLEGE AMERICAN PATHOLOGISTS DR SIMMONS	CORONER/MEDICAL EXAMINER	325.00	1900047694
DISTRICT 1	1027114	EARLEASE OGLE	REFUND FOR DISCHARGED RESIDENT EARLEASE OGLE	CO HOME: BUSINESS OFFICE	592.19	1900047855
DISTRICT 1	1027115	ESTATE OF RANDALL VOIT	REFUND FOR DECEASED RESIDENT RANDALL VOIT	CO HOME: BUSINESS OFFICE	3,505.00	1900047854
*DISTRICT 1					8,030.28	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE PROPANE	R&T: HIGHWAY MAINT-KETONA	77.68	1900048300
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL TEST FEE & OFFICE CHAIR	R&T: BRIDGE MAINT/CONSTR	194.99	1900048270
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMB FOR COMPUTER BACKUP FOR ROW PROJECT	R&T: RIGHT OF WAY	19.99	1900048273
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL FINGERPRINT FEE, PROPANE, APPT. BOOK	R&T: HIGHWAY MAINT-KETONA	216.09	1900048032
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BLASTING CERTIFICATION APP FEE FOR D REYNOLDS	R&T: HIGHWAY MAINT-KETONA	100.00	1900047819
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, MATIALS, CARD STOCK, HERBICIDE LIC	R&T: HIGHWAY MAINT-BESSEMER	210.10	1900047882
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, HAZMAT RENEWAL FEE & MATERIALS	R&T: HIGHWAY MAINT-KETONA	163.03	1900048268
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL	R&T: HIGHWAY MAINT-KETONA	20.50	1900048269
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MONEY ORDER, CDL TEST FEE, BOLTS & NUTS	R&T: HIGHWAY MAINT-BESSEMER	198.62	1900048054
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BRAIDED 1" TUBING	R&T: HIGHWAY MAINT-KETONA	22.40	1900048095
DISTRICT 2	1000193	JEFFERSON CO TREASURER	RAIN GAUGES, HEATER, INK, CLEANING SUPPLIES	R&T: HIGHWAY ENG & CONSTR	142.24	1900048070
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & MATERIALS	R&T: HIGHWAY MAINT-BESSEMER	89.94	1900048111
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMB RECORDING FEES SHELBY CO. SEWER DEED	R&T: RIGHT OF WAY	13.00	1900048066
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GUARDRAIL BOLTS	R&T: BRIDGE MAINT/CONSTR	172.56	1900048069
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE STAMPS	R&T: HIGHWAY MAINT-KETONA	8.80	1900048106
DISTRICT 2	1002785	WILLIAM VOIGT	TRAVEL SEPT. 24-SEPT. 29, 2010, W.VOIGT, OSCS	SENIOR CITIZEN SERVICES	66.95	1900046911
DISTRICT 2	1003628	GOVDEALS INC	PAYMENT OF ONLINE AUCTION FEES	FLEET MGMT AUCTION EQUIP ACQUI	1,358.40	1900048031
DISTRICT 2	1020107	ECON DEV ADM/US DEPT OF	EDA RLF INT SEQUEST FD GRANT# 04-39-03391.02	ECON DEV LN COUNTY	313.36	1900048292
DISTRICT 2	1020976	ASHLEY LEMSKY MCCARY	REIMB EMPLOYEE STORAGE BINDS FOR SHIP PROG	SENIOR CITIZEN SERVICES	83.44	1900047979
*DISTRICT 2					3,472.09	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT FOR KEITH GULLEDGE	INFO TECH: TECHNICAL SERVICES	8.51	1900046746
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE G. OSBURN 11/09-12/02/10	REVENUE	29.16	1900047388
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSE PAT FOR SURVEYMONKEY SERVICE	INFO TECH: SYS DEVELOP & ADMIN	19.95	1900047825
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR FILTER	INFO TECH: SYS DEVELOP & ADMIN	39.99	1900047824
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STORAGE BOXES	TAX COLLECTOR-BIRMINGHAM	80.84	1900047817
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EMA SIRENS PARTS	EMA	129.98	1900048048
DISTRICT 3	1002207	LEXISNEXIS M BENDER	MICHIE AL CODE RVOLS 7A, 17A, 18	BD OF EQUAL - BHAM STATE	141.46	1900047832
DISTRICT 3	1003133	THE BIRMINGHAM NEWS	BHAM NEWS 1 YEAR SUBSCRIPTION	COMMISSIONER, DISTRICT 3	78.00	1900047550
*DISTRICT 3					527.89	
DISTRICT 4	1000032	ALABAMA MESSENGER	2011 SUBSCRIPTION FOR BESS PROBATE CT	PROBATE COURT	15.00	1900048001
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - FOOD FOR EOC ACTIVATIONS	EMA	467.88	1900048135
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA CERTIFICATE FRAME	EMA	17.50	1900048050
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH - EOC ACTIVATION	EMA	650.72	1900048051
DISTRICT 4	1001678	DAUN KING	E947: IEMC EOC/IMT INTERFACE REIM - DK	EMA	76.22	1900047284
DISTRICT 4	1027200	H N R PLUMBING	PERMITS 100448P & 100503G ISSUED IN ERROR	INSPECTION SERVICES	86.00	1900048133
*DISTRICT 4					1,313.32	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-THE PATRIOT ACT/INTRO TO ARBITRATION	COUNTY ATTORNEY	70.00	1900047985
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-LAWYER ETHICS IN MEDIATION 102	COUNTY ATTORNEY	35.00	1900047986
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-LAWYER ETHICS MEDIATION 101/ETHICS CORP REP	COUNTY ATTORNEY	70.00	1900047826

DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSE M COLEMAN MILEAGE NOV/DEC, 2010	HUMAN RESOURCES ADMIN	11.34	1900048002
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BUSINESS LUNCHEON-ROLY POLY	COMMISSIONER, DISTRICT 5	75.08	1900048058
DISTRICT 5	1026861	W D CARRINGTON	COUNTY MANAGER SEARCH-FOOD-BOTTEGA CAFE	COMMISSIONER, DISTRICT 5	220.07	1900048167
*DISTRICT 5					481.49	
ESD REC	1000193	JEFFERSON CO TREASURER	CDL, ACCIDENT REPORT, CUST WORK INSTALL RADIO	ES: VILLAGE LINE MAINTENANCE	70.00	1900047597
ESD REC	1000193	JEFFERSON CO TREASURER	EAR PLUGS;WATER PLUG;WATER CONNECTION	ES: FIVE MILE CREEK WWTP	231.34	1900047602
ESD REC	1000193	JEFFERSON CO TREASURER	SHRINK TUBING, FED EX, GASKET, STRAINER BASKET	ES: TV INSPECTION & GROUTING	37.94	1900047644
ESD REC	1000193	JEFFERSON CO TREASURER	CORBIN LOCKS, REFRESH SUPERVISORS MEETING	ES: ADMIN LINE MAINTENANCE	459.77	1900047593
ESD REC	1000193	JEFFERSON CO TREASURER	DISC;ROLL WRAP	ES: INSTRUMENT SHOP	29.98	1900047598
ESD REC	1000193	JEFFERSON CO TREASURER	OIL, CDL,COUPLER,CORD, BATTERIES,FAUCETT PARTS	ES: SHADES LINE MAINTENANCE	115.16	1900047603
ESD REC	1000193	JEFFERSON CO TREASURER	NUTS,FLRES,CPVC CEMENT,CAPS,ELBOWS;GR4 CERTIF	ES: FIVE MILE CREEK WWTP	91.07	1900047816
ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL AUTO TO ANSWER ALARM CALL LEEDS	ES: LEEDS WWTP	17.82	1900047821
ESD REC	1000193	JEFFERSON CO TREASURER	8GB USB MEMORY STICK	ES: SANITATION ADMINISTRATION	19.99	1900048010
ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL AUTOANSWER ALARM CALL AT LEEDS	ES: LEEDS WWTP	22.28	1900047830
ESD REC	1000193	JEFFERSON CO TREASURER	PIPE CAPS;GREASE;COUPLINGS;BEARINGS	ES: FIVE MILE MAINTENANCE SHOP	345.27	1900047831
ESD REC	1000193	JEFFERSON CO TREASURER	USED OWN AUTO ANSWER PALNT CALL-OUT ALARM	ES: LEEDS WWTP	37.26	1900047808
ESD REC	1000193	JEFFERSON CO TREASURER	PARKING FEES FOR MEETING WITH EPA	ES: SANITATION ADMINISTRATION	14.00	1900048104
ESD REC	1000193	JEFFERSON CO TREASURER	CERT , GREASE, WASHERS, INSTRUMENTAION	ES: TRUSSVILLE WWTP	97.62	1900048061
ESD REC	1000193	JEFFERSON CO TREASURER	SILICONE,RECEPT COVER,HEATERS,FOIL DUCT,FILT	ES: PACKAGE WWTP & PUMP STATIO	393.92	1900048062
ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE FOR GROUND MAINT QUOTE	ES: LEEDS WWTP	49.41	1900048105
ESD REC	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	22.68	1900048103
*ESD REC					2,055.51	
**					15,880.58	

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

REQUEST FOR CERTIFICATION

Community & Economic Development

Administrative Assistant I

Senior Administrative Analyst - regular and provisional position

Human Resources Planner - 3 regular and provisional positions

Motion was made by Commissioner Brown seconded by Commissioner Bowman, that the Request for Certification be approved.

Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Emergency Management Agency \$500

Increase revenue and expenditure to record a donation for the Community Awareness Day from EMS Innovations.

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

Feb-8-2011-58

WHEREAS, the Jefferson County Board of Zoning Adjustment consists of five (5) citizens of Jefferson County; and

WHEREAS, there has arisen a vacancy on said Board; and

WHEREAS, it is important to the proper and timely function of said Board that it have full membership; and

WHEREAS, Larry Abrams has expressed a desire to serve on the Board of Zoning Adjustment for Jefferson County; and

WHEREAS, the Jefferson County Commission has determined that Larry Abrams would be a dependable and capable addition to the membership of that Board.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Larry Abrams is hereby appointed to the Jefferson County Board of Zoning Adjustment, for a new term commencing immediately and ending December 31, 2013.

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

Feb-8-2011-59

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment No. 1 to the agreement between Jefferson County, Alabama and The OutSource Group to provide Medicaid eligibility and verification services for clinical patients for the period January 1, 2011 - December 31, 2011 in the amount of \$400,000.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 2nd day December 2010, by and between Jefferson County, Alabama , through the Cooper Green Mercy Hospital (hereinafter referred to as the "County"), and The Outsource Group, (hereinafter referred to as "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 2nd day of December 2010, and recorded in Minute Book 159, Pages 544-546, is hereby amended as follows:

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

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

Jefferson County, Alabama

W. D. Carrington, President

Jefferson County Commission

Cooper Green Mercy Hospital

Dr. Sandral Hullett, CEO of CGMH

CONTRACTOR:

_____, Division President

The OutSource Group

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

Feb-8-2011-60

WHEREAS, the Jefferson County Commission previously approved a resolution on October 13, 2009 in Minute Book 158, Page 529 authorizing an Agreement between Jefferson County, Alabama and Childcare Resources for a Community Development Block Grant Recovery (CDBG-R) Public Service contract agreement;

WHEREAS, the Agreement was previously amended as approved by the Jefferson County Commission on October 5, 2010 in Minute Book 160, Page 498 to extend the contract time;

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to modify the time of performance by an additional One Hundred Eighty One (181) days. The new contract expiration date is June 30, 2011. The Agreement is from Program Year 2008 Federal funds. There are no additional funds associated with this amendment.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Department of Community and Economic Development, hereinafter called "the County," and Childcare Resources, hereinafter called the "the Contractor" for grant allocation PY2008, CDBG-R Public Service Agreement (CDBGR-08-05L-CCR). The effective date of this agreement shall be _____, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract; and

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

The contract between the parties which was approved by the Jefferson County Commission on October 13, 2009, in Minute Book 158, Page 529; said contract having been amended previously as approved by the Jefferson County Commission on October 5, 2010, in Minute Book 160, Page 498; is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to June 30, 2011.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Joan Wright, Executive Director

Childcare Resources

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

Feb-8-2011-61

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #4 to the HOME Program Hickory Ridge Development Agreement (Special Needs Rental Housing for the Elderly) with JCHA Housing and Development Corporation. Hickory Ridge is an affordable housing development for low income households. The purpose of said Amendment #4 is to increase the budget by \$150,000.00 to \$3,679,341.00 and make technical adjustments. Only federal Department of Energy funds are involved.

FOURTH AMENDMENT

TO THE HICKORY RIDGE DEVELOPMENT AGREEMENT (HOME SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY)

THIS FOURTH AMENDMENT TO THE HICKORY RIDGE DEVELOPMENT AGREEMENT (HOME SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY) (this "Amendment") effective as of the _____ day of _____, 2011, is made by and among JEFFERSON COUNTY, ALABAMA, a body politic ("County"), and JCHA HOUSING AND DEVELOPMENT CORPORATION ("Owner/Developer").

WHEREAS, County and Owner/Developer entered into that certain Hickory Ridge Development Agreement (HOME Special Needs Rental Housing for the Elderly) dated October 20, 2009 and found at Jefferson County Minute Book 158 Page 554 (the "Agreement"), relative to the development of a special needs rental housing project for the elderly to be located at 3900 Industrial Parkway (formerly 3621 Murphree Road), Birmingham, Alabama 35217 and known as Hickory Ridge ("Project"); and

WHEREAS, a portion of the funding to be utilized for the Project shall come from Department of Energy (DOE) Grant Funds and the County; and

WHEREAS, County and Owner/Developer wish to add funding from the Department of Energy (DOE) to the construction budget to be used under the terms of said Agreement;

NOW THEREFORE, in consideration of the foregoing, those agreements outlined herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, consent and promise as follows:

1. The second and third sentences of the Recitals shall be revised as follows: "Jefferson County shall utilize HOME Program funds up to a maximum of \$2,937,705.00. These funds shall be provided in the form of a construction /permanent loan of up to \$2,937,705.00 carrying a one-half percent (0.5%) annual interest rate, the payments for which shall be deferred and forgiven after thirty (30) years and which shall be secured by a first priority mortgage on the Project (as hereinafter defined)."
2. The first sentence of Section V. shall be revised to read as follows: "Jefferson County will loan to Owner HOME funds not to exceed \$2,937,705.00 for the construction and development of the Project."
3. Owner agrees to modify existing loan documents to reflect the increased DOE funding added by this Amendment.
4. The first sentence of Section VI. A shall be revised to read as follows: "Jefferson County will loan to Owner HOME funds up to a maximum of \$2,937,705.00 for the said Project."

5. The Sources and Uses in Section VI. A. shall be revised to read as follows:

SOURCES OF FUNDS:	BUDGET AMOUNT
Jefferson County Funds	
HOME Funds – 1st Mortgage (0.500% Interest, deferred and forgivable as Set forth in Article V of this Agreement	\$2,787,705.00
DOE Grant Funds	\$ 350,836.00
Jefferson Assisted Housing Initiative Grants	\$ 200,000.00
Land Value	\$ 340,800.00
TOTAL SOURCES	\$3,679,341.00
USES OF FUNDS:	
Land (Owner Equity)	\$ 340,800.00
Survey & A & E Fees (HOME Funds)	\$ 200,000.00
Legal & Accounting Fees (HOME Funds)	\$ 25,000.00
Construction and Site Development (HOME Funds)	\$2,182,595.00
(DOE Grant Funds)	\$ 350,836.00
(JAH Grant)	\$ 200,000.00
Total	\$2,583,341.00
Development Fee (10.77%) (HOME Funds)	\$ 380,110.00
TOTAL FUNDS	\$3,679,341.00

10. Exhibit "E" Sources and Uses" shall be revised as follows:

PROJECT – 22 UNITS	
SOURCES OF FUNDS:	BUDGET AMOUNT
Jefferson County Funds	
HOME Funds – 1st Mortgage (0.500% Interest, deferred and forgivable as Set forth in Article V of this Agreement	\$2,787,705.00
DOE Grant Funds	\$ 350,836.00
Jefferson Assisted Housing Initiative Grants	\$ 200,000.00
Land Value	\$ 340,800.00
TOTAL SOURCES	\$3,679,341.00
USES OF FUNDS:	
Land (Owner Equity)	\$ 340,800.00
Survey & A & E Fees (HOME Funds)	\$ 200,000.00
Legal & Accounting Fees (HOME Funds)	\$ 25,000.00
Construction and Site Development (HOME Funds)	\$2,182,595.00
(DOE Grant Funds)	\$ 350,836.00
(JAH Grant)	\$ 200,000.00
Total	\$2,583,341.00
Development Fee (10.77%) (HOME Funds)	\$ 380,110.00
TOTAL FUNDS	\$3,679,341.00

11. Except as expressly amended hereby, this Agreement shall continue to be in full force and effect.

12. This Amendment may be executed in several counterparts, each which shall be deemed an original but all of which shall constitute only one agreement. This Agreement may be exchanged via facsimile of signature pages executed by the parties hereto.

IN WITNESS WHEREOF, County and Owner/Developer have executed this Amendment #4 effective as of the _____ day of _____, 2011.

ATTEST:	JEFFERSON COUNTY, ALABAMA ("County") By: W. D. Carrington Its: President, Jefferson County Commission
ATTEST:	JCHA Housing & Development Corporation ("Owner/Developer") By: Jane Bailey Its: President

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

WHEREAS, a mortgage was executed by Grace E. Durham recorded on January 26, 1995 in Instrument No. 9501/8274 in the Probate Office of Jefferson County, Alabama, Birmingham Division; and

WHEREAS, a Partial Release of Mortgage and Substitution of Security was executed by Grace E. Durham recorded on August 14, 1997 in Instrument No. 9709/5483 in the Probate Office of Jefferson County, Alabama, Birmingham Division; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and Substitution of Security and have not defaulted on said mortgage and Substitution of Security and the loan has been repaid in full; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage and Satisfaction and Release of Real Property as Substitution of Security on Mortgage be executed to release and satisfy said mortgage and Substitution of Security; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage and Satisfaction and Release of Real Property as Substitution of Security on Mortgage on behalf of the County.

RELEASE AND SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned JEFFERSON COUNTY, ALABAMA (Mortgagee), acknowledges full payment of the indebtedness secured by that certain real property mortgage executed by GRACE E. DURHAM (Mortgagor), which said mortgage was recorded in Real Volume 9501 at Page 8274 in the Office of the Judge of Probate of Jefferson County, Alabama and the undersigned does further hereby release and satisfy said mortgage.

In Witness, Whereof, the undersigned, W. D. Carrington, as President of the Jefferson County Commission, Jefferson County, Alabama has caused these presents to be duly executed this 8th day of February, 2011.

JEFFERSON COUNTY, ALABAMA

JEFFERSON COUNTY COMMISSION

W. D. Carrington

Its: President

SATISFACTION AND RELEASE OF REAL PROPERTY AS SUBSTITUTION OF SECURITY ON MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned JEFFERSON COUNTY, ALABAMA (Mortgagee), acknowledges full payment of the indebtedness secured by that certain real property mortgage executed by GRACE E. DURHAM (Mortgagor), which said mortgage was recorded in Real Volume 9501 at Page 8274 in the Office of the Judge of Probate of Jefferson County, Alabama with certain other real property subsequently being substituted as security for said Mortgage as recorded in Real Volume 9709 at Page 5483 in the aforesaid Office of the Judge of Probate. The undersigned does further hereby satisfy said mortgage and release the aforesaid property to the Mortgagor.

In Witness, Whereof, the undersigned, W. D. Carrington, as President of the Jefferson County Commission, Jefferson County, Alabama has caused these presents to be duly executed this 8th day of February, 2011.

JEFFERSON COUNTY, ALABAMA

JEFFERSON COUNTY COMMISSION

W. D. Carrington

Its: President

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

Feb-8-2011-63

WHEREAS, Jefferson County, through its Office of Community Development, will undertake various activities in the Fiat EDA/CDBG RFL Loan Project with Community Development Block Grant funds; and

WHEREAS, the Jefferson County Office of Community Development has completed the Federally mandated Environmental Review for the Fiat EDA/CDBG RFL Loan Project as required by applicable laws and regulations; and

WHEREAS, upon completion of the Environmental Review it has been concluded that the Fiat EDA/CDBG RFL Loan Project does not affect any Statutes, Executive Orders, or Regulations listed at 24 CFR and thus covers to exempt status.

NOW, THEREFOR BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized and hereby directed to sign the Statutory Worksheet for the Fiat EDA/CDBG RFL Loan Project stating that "this project covers

to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; funds may be committed and drawn down for this (now) EXEMPT project”.

Determination:

√ This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); Funds may be committed and drawn down for this (now) EXEMPT project; or

This project cannot convert to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation / mitigation protocol requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; or

The unusual circumstances of this project may/will result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

PREPARER SIGNATURE: _____ DATE:

PREPARER NAME & TITLE: Alfonso Holt Community Resource Representative

RESPONSIBLE ENTITY AGENCY OFFICIAL SIGNATURE: _____

NAME & TITLE: David Carrington, President, Jefferson County Commission

DATE:

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

Communication was read from Roads & Transportation recommended the following;

1. Warrior River Water Authority to install 3,050' of water main along Toadvine Cemetery Road and Earley Road in the Toadvine/Adamsville area
2. Birmingham Water Works to install 560' of water main along Happy Top Road in the Morris area

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

Feb-8-2011-64

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enters into a Supplemental Agreement Number 4 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated February 18, 1997, and Supplemental Agreement Number 1 dated November 23, 1999, and Supplemental Agreement Number 2 dated March 27, 2003, and Supplemental Agreement Number 3 dated March 29, 2007, and for:

Construction Agreement for Project STPBH-9802 (), Project Reference Number 100007628 for Signals and Widening Phase 7; (1) Mount Olive Road at New Found Road. (2) Union Grove at Bankhead Highway, (3) Heflin Avenue at Riverwood Trail, (4) Tarrant Road at Pineywood Road/Skelton Avenue, (5) Tyler Loop Road at Sweeny Hollow Road, and (6) Chalkville Road at Pineview Road in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President, for and on its behalf;
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 8th day of February, 2011

ATTESTED:
County Clerk

W. D. Carrington
President, Jefferson County Commission

AGREEMENT FOR CONSTRUCTION
BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-9802 ()

Project Reference Number 100007628

Signals and Widening Phase 7

1. Mount Olive Road at New Found Road
2. Union Grove at Bankhead Highway
3. Heflin Avenue at Riverwood Trail
4. Tarrant Road at Pineywood Road/Skelton Avenue
5. Tyler Loop Road at Sweeney Hollow Road
6. Chalkville Road at Pine-,view Road in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 4

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a Construction Agreement for Signals and Widening Phase 7; (1) Mount Olive Road at New Found Road, (2) Union Grove at Bankhead Highway, (3) Heflin Avenue at Riverwood Trail, (4) Tarrant Road at Pineywood Road/Skelton Avenue, (5) Tyler Loop Road at Sweeney Hollow Road, and (6) Chalkville Road at Pineview Road in Jefferson County, effective February 18, 1997, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on February 18, 1997, and Supplemental Agreement Number 1 dated November 23, 1999, and Supplemental Agreement Number 2 dated March 27, 2003; and Supplemental Agreement Number 3 dated March 29, 2007, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated February 18, 1997; and Supplemental Agreement Number 1 dated November 23, 1999, and Supplemental Agreement Number 2 dated March 27, 2003, and Supplemental Agreement Number 3 dated March 29, 2007, be and the same is hereby amended in the following respects:

1. Paragraph 15 of the foregoing Agreement is hereby amended by substituting January 17, 2015, in lieu of January 18, 1999, in such paragraph.
2. All other and remaining terms of the Agreement of February 18, 1997, shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:

County Clerk

APPROVED AS TO FORM:

By: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President. Jefferson County Commission

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA

DEPARTMENT OF TRANSPORTATION

Transportation Director

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this day of 20

GOVERNOR OF ALABAMA

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

Feb-8-2011-65

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: January 20, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill
Case No. 44067 01 – in the matter of CONDEMNATION
Jefferson County v. Jeff Wise, et al. Tract No. 10B – Project No. STPBH-7002(600)
Morgan Road Widening \$5,600.00 (Award) and \$3,865.94 (Court Costs)
Price: \$9,465.94
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 Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting “Aye” Knight, Bowman, Brown, Carrington and Stephens.

Feb-8-2011-66

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Woodbury Products d/b/a DHP to provide supplies to Alabama Care recipients in the amount of \$58,100 - grant funds.

Woodbury Products d/b/a/ DHP
Contract # 04311-11
Clarity # 00002066

UNDER TITLE III OF THE OLDER AMERICANS ACT

October 01, 2010 to September 30, 2011

This Contract entered into this 1st day of October 2010, between Jefferson County, Alabama by and through the Office of Senior Citizens' Services (OSCS), hereinafter referred to as the County Woodbury Products d/b/a/ DHP and hereinafter referred to as the Contractor.

WHEREAS, the County desires to contract for professional service(s) for, and

WHEREAS, pursuant to this the Contractor desires to furnish said services(s) to the county; certain assistance in such undertakings.

NOW, THEREFORE, the parties here to do mutually agree as follows:

1. Engagement of Contractor The County here to 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 Request for Proposal No. 170-10 October 01, 2010, dated September 30, 2011, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Jefferson County Office of Senior Citizens and in the Program Component of this contract.
3. Terms of Agreement and Authorization of Perform Work The Contractor shall be available to render professional services to the office at anytime after the effective date of- this Contract. This Contract will be effective October 0 1, 2010 and end September 30, 2011. With renewal, at the County's option and County Commission approval, for two (2) additional and one (1) year terms not to exceed three (3) full years.
4. Assignment No portion of the proposal or resulting project may be sold, assigned, transferred or conveyed to a third party without the express written consent of the Jefferson County Office of Senior Citizens Services. Should Jefferson County Office of Senior Citizens

authorize Woodbury Products d/b/a/ DHP, subcontract (assign) any portion of this contract, Woodbury Products d/b/a/ DHP will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Woodbury Products d/b/a/ DHP 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 non performance.

5. 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 venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

The County agrees to provide supervision by an Area Agency on Aging staff person which will include monitoring/evaluation of the program to ensure compliance with the guidelines.

6. Modification This contract, with attachments is the entire Agreement between the parties, and no alterations, changes or additions thereto shall be made except in writing approved by the parties. However, the county may, from time to time, require changes in the Scope of Services to be performed under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this contract.

7. Funding Mechanism Funding can be requested for start up for the first quarter. After the first quarter a monthly request for funds and expenditures based on actual expenses shall be prepared and submitted to the county and should reach the County no later than the 5th day of the month following the last day of the month of service.

8. Compensation Payment of funds will be made on actual expenses. It is expressly understood and agreed that in no event will be total compensation and reimbursement if any, paid hereunder exceed the maximum sum of \$ 58,100.00 for all the services required. The Contractor shall submit a monthly individualized employee time report for each and all individual in the delivery of services provided through this Contract.

9. Statement of Confidentiality Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any 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. The contractor must adhere to the requirements of the Health Information and Accountability Act of 1996.

10. Independent Contractor The Contractor acknowledges and understands that the performance of this contract is 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.

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 either party 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. Amendment of Agreement This Contract contains 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 not 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 General and Professional liability insurance of \$1,000,000 per occurrence. The Contractor shall provide the County with a Certificate of Insurance evidencing such insurance with the following listed therein: Jefferson County, the County Commission and the Alabama Department of Senior Services as "Additionally Insured" and a thirty (30) day written cancellation notice A Certificate of Insurance shall be furnished to the County within thirty (30) days of the execution of this Contract.

15. 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 attorneys fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or

obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Workers 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 \$100,000. During performance the company must effect and maintain insurance front a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Workers compensation and Employers Liability.

16. County Fund 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 anyway whatsoever for the personal benefits of any member or employees 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 anyway 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 this Agreement.

17. Reporting The Contractor shall submit the AIMS client registration forms and monthly service logs as documentation for the services rendered. All AIMS documentation must reach the County no later than the 5th day of the following month.

18. Maintenance of Records The Contractor shall maintain such records and accounts, including property, personnel, payroll and financial records, as are deemed necessary by the County and the Alabama Department of Senior Services (ADSS) to assure a proper accounting for all projects funds, including both federal and non-federal matching funds expended. These records shall be retained for six (6) years from the date of submission of the final Expenditure Report under this contract.

19. Grant Related Income The Contractor is accountable for the federal share of any income derived from activities conducted under the auspices of the project. All revenues received in conjunction with project funded by this Contract must be reported to the County. Accountability may be satisfied by reducing the level of expenditures from grant funds by an amount equal to the federal share of grant-related income. Other possibilities could be to treat the funds as a partial payment to the award of a succeeding budget period, or payment to the County for refund to the ADSS.

20. Audits and Inspections. At time during normal business hours, and as the County may deem, necessary, the Contractor shall make available to the County for examination all or the records pertaining to all matters covered by this Contract. Further, permit the County or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records or personnel, conditions or employment and other data relating to matters covered by this of the project within sixty (60) days following the termination of the contract period and provide OSCS a copy of the audit with six (6) months following the contract period.

21. Evaluation The Contractor agrees that the County may carry out monitoring and evaluation activities as determined necessary by the County and the ADSS.

22. Subcontracts None of the work or services covered by this Contract will be sub-contracted without prior approval by the County and the ADSS.

23. Equal Employment Opportunity The Contract shall, if it has not already done so, adopt an affirmative action plan that certifies that it will comply with Executive Order 11246, Equal Employment Opportunity Act, 9/24/65 with regard to its participation with the County; and that describes how the Contractor will act or ensure all applicable employees of non-discriminative treatment in employment; or Prepare and adopt a resolution in a form prescribed by the County committing the Contractor to a policy of equal employment opportunity in appointment of employees for activities conducted under this Contract. The Contractor will designate, in writing, to the County a representative of the Contractor who will be responsible for coordinating the Contractor's Equal Employment Opportunity Program and who will be the point of contact for associate matters.

24. Priority to Economically and Socially Disadvantage The Contractor shall give priority to those elderly persons who are low-income, minorities, frail disabled or who in the greatest economic and social need. In so doing, the following definitions shall apply:

- Economically needy elderly persons are defined as those individuals whose income fails at or below the Bureau of Census

poverty threshold.

- Socially needy elderly persons are those individuals having non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including those caused by racial or ethnic status which restrict an individual's ability to perform normal daily tasks or threaten their capacity to live independently.

- Frail or disabled elderly persons are those who are in a severely weakened physical condition or who have severe physical impairments.

25. **Emphasis on Rural Elderly** The Contractor shall employ outreach efforts to identify individuals eligible for assistance under this Contract with special emphasis on rural elderly, and inform such individuals of the availability of this assistance.

26. **Drug Free Work Environment** All Contractors receiving funding from OSCS are required to maintain a Drug-Free Work Place Policy in accordance with the Drug-Free Workplace Act of 1988. No funds appropriated through this Contract shall be available for payment unless the agency has in place, and will continue to administer in good faith a written policy adopted by the Contractor, the Contractor's Board of Directors, or other governing authority.

27. **Conflict of Interest** The Contractor assures that the integrity and public purpose of services provided under this agreement will be maintained. The Contractor further assures that conflicts of interest including nepotism are not permitted with regard to any activities conducted through this Agreement. The Contractor shall have a mechanism in place too detect and remove any conflicts of interest.

28. **Statement of Identification** The Contractor .serves as an independent .contractor .and: employees .of that agency are not merit system employees of the County. Given this statement of identification, the Contractor shall have no appeal rights before the Jefferson County Personnel Board. The County shall maintain total authority over this Contract at all times.

29. **Compliance With Americans with Disabilities Act (ADA)** The Contractor shall maintain a plan to bring its operation and progratn into compliance with requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973. Further, the Contractor shall agree to hold harmless Jefferson County, the Jefferson County Commission and the Alabama Department of Senior Services, its elected officials and employees from any suits, judgments and damages, related to a failure to comply with ADA.

30. **Acknowledgment of Support** The Contractor shall, in any publication, or media presentations regarding the program, provide the following statement: "This project was supported, in part, by Award # 170-10 from the Jefferson County Office of Senior Citizens Services, Jefferson County Commission."

31. **Grievance Procedure** The Contractor shall institute a grievance procedure to ensure that aggrieved clients may have appropriate recourse. The procedure shall be publicized to staff and clients.

32. **Licensure** The Contractor shall acquire and maintain all licenses required by all applicable laws and regulations to perform the duties as specified in the Agreement.

33. **Lobbying** The Contractor or representative of the Contractor certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of the Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

34. **Accruing- Benefits** The Contractor shall ensure safeguards to prohibit employees of their program from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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
Brian Darling, President
William M. Voigt, Executive Director - Office of Senior Citizen Services

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

PROGRAM COMPONENT

Scope of Services: Using funds provided by this contract, the Contractor shall provide supplemental services for clients of the Alabama Cares of Jefferson County program. Supplemental Services (units of service varies by the actual service) are defined as services provided on a limited basis to complement the care provided by caregivers. For the purpose of this Contract, Supplemental Services shall include the following supplies: Nutritional Drink (Boost) Bed Pads (Chucks) Adult Briefs (Tab and Pull-Up) Wipes (Disposable for Cleaning) Latex Gloves Lotion (Skin Protectant) Spray Skin Cleaner Booster Pads Slip on Undergarments Sleep Pants

A staff representative of the Alabama Cares of Jefferson County Program will place the order for the supplies with the Contractor. The Contractor shall deliver the order Free of Charge via standard ground shipping to the address given when the order is placed. The time-frame for delivery shall be seven (7) days. The Contractor shall submit a copy of each invoice along with the Agency Quarterly Report

of Expenditures and Request for Funds Form as back-up documentation for payment requested.

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

Feb-8-2011-67

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following liquor application, be and hereby is approved.

B-2010-007 – Kaper, Inc., Charles Jeffrey Mollison, member/operator – applicant d/b/a Quick Out Food Mart, for an Off-Premise Retail Beer and an Off-Premise Retail Table Wine license. Parcel ID# 28-34-1-001-005.000 in Section 34, Twp 18, R 2 West. Zoned C-1 (Commercial) (Site Address: 4901 Cahaba River Road, Birmingham, AL 35243) (CAHABA HEIGHTS)

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

Feb-8-2011-68

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following liquor application, be and hereby is approved.

B-2010-008 – Uniway Partners Inc., Sharmeen Surani, member/operator, applicant d/b/a Shumakers, for an Off-Premise Retail Beer and an Off-Premise Retail Table Wine license Parcel ID# 14-04-4-002-004.000 in Section 04, Twp 16, Range 3 West. Zoned C-1 (Commercial) (Site Address: 2750 Mount Olive Road, Mount Olive, AL 35117) (MOUNT OLIVE)

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

Feb-8-2011-69

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following liquor application, be and hereby is approved.

B-2010-013 – Village Town Management Inc., Ibrahim S. Sabbah, member/operator, applicant d/b/a Village Town Store, requests approval of an Off-Premise Retail Beer and an Off-Premise Retail Table Wine license. Parcel ID# 21-06-1-000-010.000 in Section 06, Twp 17, Range 4 West. Zoned C-1 (Commercial) (Site Address: 1380 Union Grove Rd, Adamsville, AL 35005) (ADAMSVILLE)

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

Feb-8-2011-70

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following liquor application, be and hereby is approved.

B-2010-014 – A Petrol LLC, Najma Bana, member/operator, applicant d/b/a Snack Shop, for an Off-Premise Retail Beer and an Off-Premise Retail Table Wine license Parcel ID# 43-01-2-001-001.000 in Section 01, Twp 20, Range 5 West. Zoned C-1 (Commercial)

(Site Address: 5972 Old Tuscaloosa Hwy, McCalla, AL 35111) (MCCALLA)

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

Feb-8-2011-71

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2008-001 Rogers Matthews, owner. Change of zoning on Parcel ID# 19-28-0-0-36.2 & 36.6 in Section 28 Twp 17 Range 6 West from I-3(S) (Strip Mining) to A-1 (Agriculture) for a single family residence. (Case Only: 9951 Taylors Ferry Road, Bessemer, AL 35023) (WARRIOR RIVER) (46.5 Acres M/L)

RESTRICTIVE COVENANT: This property shall be developed with one house only.

Z-2009-034 Donald W. Huey, owner; Taylor Burton, agent. Change of zoning on Parcel ID# 29-35-1-1-13 in Section 35 Twp 18 Range 3 West from R-1 (Single Family) to R-T (Residential Townhouse) for townhouses. (Site Only: 2249 Blue Ridge Boulevard, Birmingham, AL 35226) (HOOVER) (2.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. a minimum 35-foot undisturbed natural buffer shall be maintained along the rear (southeast) property line. 2. reversionary clause. 3. entrance location and design shall be subject to approval by the Department of Roads & Transportation, and must provide a minimum of 275 feet of corner sight distance. 4. no townhome unit shall contain less than 1,200 square feet of heated and cooled floor area.

Z-2009-035 Landscape Depot, LLC, owner; Kimberlee F. Parker, agent. Change of zoning on Parcel ID# 10-34-3-0-6 in Section 34 Twp 15 Range 1 East from I-1 (Light Industrial) with covenants to I-1 (Light Industrial) with amended covenants to add a mini-storage facility with outside storage boats, recreational vehicles, etc. (Site Only: 8292 Micklewright Road, Trussville, AL 35173) (ARGO) (3.4 Acres M/L)

RESTRICTIVE COVENANTS: 1. mini-storage buildings shall have neutral (not bright) colors; 2.all lighting shall be directed downward onto the property; and, 3. the periphery of the outside storage area (for RV's, boats, etc.) shall be planted with a landscape strip as required for parking lots with twelve (12) spaces, said strip to include a minimum three-foot wide row of evergreen plant materials capable of forming a visual screen at maturity and having a minimum height of eighteen (18) inches at the time of planting (except where natural existing vegetation achieves an equivalent screening effect). 4. the landscaping required above must be installed prior to the storing of RV s, boats, etc. on the property; and, 5. the property shall be used exclusively for a retail garden center and landscaping materials business, a mini-storage facility, and outside storage for boats, recreational vehicles, etc. 6.reversionary clause with regard to the installation of the required landscaping around the outside storage area.

Z-2010-011 Bobby and Brenda St. John, owners. Change of zoning on Parcel ID# 37-17-0-0-47.3 in Section 17 Twp 19 Range 5 West from I-2(A) (Industrial) to C-2 (Outdoor Amusement) for compliance for an RV campground. (Case Only: 7000 Prosper Avenue; Hueytown, AL 35023) (ADGER) (6.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. no music or other outdoor activities shall be allowed after 10:00 P.M.; and, 2. the property owner/operator must submit plans as required by Jefferson County, and comply with all applicable ordinances and requirements of the County, including but not limited to the construction regulations, floodplain regulations, building code,

and the requirements of the Jefferson County Department of Health. 3. Reversionary clause.

Motion was made by Commissioner Bowman seconded by Commissioner Knight that Z-2008-001, Z-2009-034, Z-2009-035 and Z-2010-011 be approved. Voting “Aye” Bowman, Knight, Brown, Carrington and Stephens.

Feb-8-2011-72

WHEREAS, the Board of Registrars requests approval to temporarily move the polling location of Mountain Brook City Hall (Precinct 4609 – 56 Church Street, Birmingham, AL 35213), to Emmett O'Neal Library located at 50 Oak Street, Birmingham, AL 35213; and

WHEREAS, the change is needed due to the demolition of City Hall and new construction; and

WHEREAS, the Library has enough space and parking to accommodate all voters and the distance between both locations is less than one-half mile.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request to temporarily move the polling location of Mountain Brook City Hall to Emmett O'Neal Library, be and hereby is approved.

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

Feb-8-2011-73

WHEREAS, the Board of Registrars requests approval to combine and move the polling location of Sylvan Springs Community Center (Precinct 1505-130 Rock Creek Road, Mulga) and Sylvan Springs Town Hall (Precinct 5502-300 Town Hall Drive, Mulga) to First Sylvan Springs United Methodist Church located at 5524 Birmingham Road, Mulga, AL 35118; and

WHEREAS, this move will provide more parking, handicapped parking and room for elections; and

WHEREAS, the new location is less than one half mile from the two previous locations.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to combine and move the polling location of Sylvan Springs Community Center and Sylvan Springs Town to First Sylvan Springs United Methodist Church, be and hereby is approved.

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

Feb-8-2011-74

WHEREAS, the Board of Registrars requests approval to change the polling location of Lawson State Community College (Precinct 5611- 1100 9th Avenue SW, Bessemer, AL) to Lawson State Community College Community Center for Community Development located at 1094 9th Avenue SW, Bessemer, in order to not disrupt class schedules; and

WHEREAS, the new location is beside the old location and has enough space and parking to accommodate all voters.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to change the polling location of Lawson State Community College to Lawson State Community College Center for Community Development, be and hereby is approved.

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

Feb-8-2011-75

WHEREAS, the Board of Registrars requests approval to change the polling location of Vestavia Hills Civic Center (Precinct 4705 – 1973 Merryvale Road, Birmingham) to Vestavia Alliance Church (also called Birmingham International Church) located at 1380 Montgomery Highway; and

WHEREAS, the change is needed because there are two schools located at the same road intersection as the Civic Center which produces a lot of traffic congestion and a danger to the citizens/students during civic center and school activities; and

WHEREAS, the distance between both locations is less than one mile and has enough space and parking to accommodate all voters.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to change the polling location of Vestavia Hills Civic Center to Vestavia Alliance Church (also called Birmingham International Church), be and hereby is approved.

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

Feb-8-2011-76

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and International Computer Works for sole-source software support for GeoElection and MapInfo software in the amount of \$8,216.00.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 7th January 2011, by and between Jefferson County Alabama, hereinafter called "the County", and INTERNATIONAL COMPUTER WORKS called "the Contractor". The effective date of this agreement shall be February 25, 2011.

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

WHEREAS, the Contractor desires to furnish said professional services to the Jefferson County, Alabama, Board of Registrars;

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 the need for the Jefferson County Board of Registrars' software maintenance for the GeoElection and Map Info software suite provided as a sole source provider by INTERNATIONAL COMPUTER WORKS. This CONTRACT describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from INTERNATIONAL COMPUTER WORKS is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of services are as follows, but not limited to:

<u>DESCRIPTION OF CAPACITY LICENSES</u>	<u>QTY</u>	<u>ANNUAL PRICE</u>
1. ANNUAL MAINTENANCE & TECH SUPPORT FOR GEOELECTION SUITE PRODUCT #CMSEGL 1400 OF SOFTWARE INCLUDES: MAPLEINFO PROFESSIONAL MILTWEU1000049466 TIGERUS: 840TGR094230076 GEOELCTIONS: 610GEL092430076	1	\$ 6,500.00
2. ANNUAL MAINTENANCE AND SUPPORT OF MAPINFO LICENSES PRODUCT # 6MIUPUSWNMATSM OF SOFTWARE: MAPINFO PROFESSIONAL SERIAL NUMBER AS FOLLOWS: MIUWEU1000049467, MIUWEU1000049468, MIUWEU1000049469 AND MIUWEU1000049470	4	\$ 1,716.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on February 25, 2012 with the option to renew for a period of up to two (2) additional one (1) year terms. Pricing is only valid for the length of time as noted on the quote.

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 in the amount of \$8,216.00 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.

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

W. D. Carrington

Jefferson County Commission

WITNESSES

INTERNATIONAL COMPUTER WORKS

Ken Tozier

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

Feb-8-2011-77

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Gateway to provide domestic violence intervention for juvenile offenders for the period January 1, 2011 - December 31, 2011 in the amount of \$75,000

CONTRACT NO: 2068

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 27th day of December 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and Gateway located at 1401 20th Street South, Birmingham, AL 35205 hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2011.

WHEREAS, the County desires to contract Domestic Violence Intervention for Juvenile Offenders for Family Court, hereinafter called "County", and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 14-11 dated November 3, 2010, the terms of which are included herein by reference.

Specialized Community based intervention for juvenile offenders charged with domestic violence.

Services must include two levels of care:

1. Emergency crisis beds available 24/7 designed to offer a safe alternative to detention for juvenile offenders charged with domestic violence offenses or CHINS offenses that require a safe respite but are not appropriate for traditional detention. Placement in the

crisis beds is a voluntary placement. A child in the legal custody of the family/guardian will be brought to the facility by the family/guardian who will sign permission for placement. Emergency crisis beds will be limited to 72 hours unless otherwise authorized by the Court.

- Structured, safe and nurturing environment
- 24/7 awake staff
- Involved in a daily structured routine
- A screening and assessment of needs will be done utilizing an evidence based instrument developed by ACADV to determine

level of needs

- Clinical services team led by a Master's level clinician
- Medical service, if a need is identified
- Written Discharge Summary
- Participate in meetings with partners in the DV Screening/Assessment Project
- Data collection to support measurable program outcomes

2. In-home intervention as needed, with juveniles referred to emergency beds that are determined to need more intensive follow up services.

- Provide time limited, skills based program aimed at assisting families in need of preservation or reunification services.
- Services for the families will be based on an Individualized Service Plan (ISP) and will be provided to the family in a psycho-educational format, and may include (for example) communication within the family; anger management; decision making skills; conflict resolution; budgeting/money management; parenting education; behavioral modification and appropriate disciplinary techniques

- Coordinate services with ACADV Project
- Provide referrals to appropriate community services
- Provide regular progress reports to the Court on each client
- Participate in meetings with partners in the DV Screening/Assessment Project
- Data collection to support measurable program outcomes.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for one year (1) January 1, 2011 through December 31, 2011. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.

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

Crisis Stabilization: 20 clients for up to 72 hours= \$190 x 3 days x 20 clients = \$11,400

In-Home Stabilization: 20 clients for up to 2 months = \$43 x 62 days x 20 clients = \$53,320

We will serve additional clients, based on slot availability, at the same per day rate as outlined above:

Crisis Stabilization: \$190/day per client

In-Home Stabilization: \$43/day per client

5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize Gateway to subcontract (assign) any portion of this contract, Gateway will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Gateway 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

6. 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 the Circuit Court of Jefferson County Alabama, Birmingham Division

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

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for 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.

9. NON-DISCRIMINATION 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 Offeror 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.

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 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.

12. LIABILITY:

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

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

13. 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: Family Court

120 2nd Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820

Birmingham, AL 35203

14. 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.

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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 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.

17. 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.

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

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

CONTRACTOR
E. James Loop
President / CEO

JEFFERSON COUNTY, ALABAMA
W. D. Carrington
President

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

Feb-8-2011-78

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Terry Harbarger to serve on the McAdory Area Fire District Board of Trustees, for a five year term ending December, 2015, be and hereby is approved.

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

Feb-8-2011-79

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution No. Jan-25-2011-57 relating to the Jefferson County Investment Policy is hereby ratified and approved.

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

Feb-8-2011-80

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department to approve disposal of the following equipment, be and hereby is approved.

DISPOSALS:

ROADS & TRANSPORTATION-HWY ENGINEERING & CONSTRUCTION:

14000000588	MICROCOMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000001100	MINOLTA COPIER EP4000	6) OBSOLETE OR NO LONGER IN DPT
14000001196	COMPUTERS	6) OBSOLETE OR NO LONGER IN DPT
14000001302	PRINTER	6) OBSOLETE OR NO LONGER IN DPT

14000001675	PORTABLE TWO-WAY RADIO	6) OBSOLETE OR NO LONGER IN DPT
14000001676	PORTABLE TWO-WAY RADIO	6) OBSOLETE OR NO LONGER IN DPT
14000001677	PORTABLE TWO-WAY RADIO	6) OBSOLETE OR NO LONGER IN DPT
14000001678	PORTABLE TWO-WAY RADIO	6) OBSOLETE OR NO LONGER IN DPT
14000002075	DELL COMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000002619	DELL OPTIPLEX COMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000002620	DELL OPTIPLEX COMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000004824	PRINTER	6) OBSOLETE OR NO LONGER IN DPT
14000004825	PERSONAL COMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000004826	RADIO BASE STATION	6) OBSOLETE OR NO LONGER IN DPT
14000005167	HP INKJET PLOTTER	6) OBSOLETE OR NO LONGER IN DPT
14000005289	MULTIPLEXER	6) OBSOLETE OR NO LONGER IN DPT
14000005367	MICRO COMPUTER 286	6) OBSOLETE OR NO LONGER IN DPT
14000005572	PERSONAL COMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000005573	PERSONAL COMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000005661	PERSONAL COMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000005663	PERSONAL COMPUTER	6) OBSOLETE OR NO LONGER IN DPT
14000005761	MOBILE RADIO	6) OBSOLETE OR NO LONGER IN DPT
14000005762	MOBILE RADIO	6) OBSOLETE OR NO LONGER IN DPT
14000005763	MOBILE RADIO	6) OBSOLETE OR NO LONGER IN DPT
14000005892	MOTOROLA CONTROL STATION GTX	6) OBSOLETE OR NO LONGER IN DPT
14000006249	MINOLTA COPIER	6) OBSOLETE OR NO LONGER IN DPT
15000000021	CONSTR EQ MIXER CEMENT	6) OBSOLETE OR NO LONGER IN DPT
150000000200	SURVEY EQ TRANSIT	6) OBSOLETE OR NO LONGER IN DPT
150000000201	MECHANICAL COMPACTOR	6) OBSOLETE OR NO LONGER IN DPT
150000000981	SURVEY TRANSIT	6) OBSOLETE OR NO LONGER IN DPT
150000000983	SURVEY TRANSIT	6) OBSOLETE OR NO LONGER IN DPT
150000000984	SURVEY TRANSIT	6) OBSOLETE OR NO LONGER IN DPT
150000000985	SURVEY TRANSIT	6) OBSOLETE OR NO LONGER IN DPT
150000000987	SURVEY LEVEL	6) OBSOLETE OR NO LONGER IN DPT
150000000988	SURVEY LEVEL	6) OBSOLETE OR NO LONGER IN DPT
150000000989	SURVEY LEVEL	6) OBSOLETE OR NO LONGER IN DPT
15000001033	ICE MACHINE WJBIN	6) OBSOLETE OR NO LONGER IN DPT
15000001067	CONCRETE BUCKET	6) OBSOLETE OR NO LONGER IN DPT
15000001069	AIRLESS PAINT SYSTEM (Z911201)	6) OBSOLETE OR NO LONGER IN DPT
16000000648	WACKER TAMPER	6) OBSOLETE OR NO LONGER IN DPT
16000001113	SOKKIA SDR 33 DATA COLLECTOR	2) STOLEN
16000001116	AUTOMATIC LEVEL-SURVEY	6) OBSOLETE OR NO LONGER IN DPT
16000001298	COMPU-SIEVE SYSTEM	6) OBSOLETE OR NO LONGER IN DPT
16000001553	SOKKIA TOTAL STATION	2) STOLEN
16000002279	AS-2 AUTOMATIC LEVELS	6) OBSOLETE OR NO LONGER IN DPT
16000002280	AS-2 AUTOMATIC LEVELS	6) OBSOLETE OR NO LONGER IN DPT
16000003333	BLAST CABINET	6) OBSOLETE OR NO LONGER IN DPT
16000003919	MOISTURE DENSITY	6) OBSOLETE OR NO LONGER IN DPT
16000004111	BACKHOE BUCKET 18"	6) OBSOLETE OR NO LONGER IN DPT

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

Feb-8-2011-81

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Adger Volunteer Fire Department be and hereby is approved.

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 the Adger Volunteer Fire Department approved by the Jefferson County Commission on November 2, 2010 (Minute Book: 160; Page: 612) is hereby amended as follows.:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end September 30, 2011."

Amend Paragraph 3 as follows:

Provide funds to purchase roofing materials, doors, kitchen and restroom renovations, and heat and air repair.

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2011, whichever shall first occur."

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

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

W. D. Carrington, President

ADGER VOLUNTEER FIRE DEPARTMENT

Ronnie Colburn, President of Board

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

Feb-8-2011-82

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Jefferson County Board of Education be and hereby is approved.

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 the Jefferson County Board of Education (Bagley School) approved by the Jefferson County Commission on November 2, 2010 (Minute Book: 160; Page Number: 617) is hereby amended as follows:

Amend Paragraph I as follows:

"The terms of this Agreement shall begin upon execution of this contract and end September 30, 2011."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2011, whichever shall first occur."

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

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

W.D. Carrington, President

Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Phil Hammonds, Superintendent

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

Feb-8-2011-83

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Jefferson County Board of Education be and hereby is approved.

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 the Jefferson County Board of Education (Gresham Elementary School) approved by the Jefferson County Commission on November 2, 2010 (Minute Book: 160; Page Number: 615) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end September 30, 2011."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds

and program benefits no later than 60 days following the expenditures or by September 30, 2011, whichever shall first occur."

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

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

W.D. Carrington, President

Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Phil Hammonds, Superintendent

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

Feb-8-2011-84

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Jefferson State Community College, be and hereby is approved.

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 the Jefferson State Community College approved by the Jefferson County Commission on November 16, 2010 (Minute Book: 160; Page Number: 555) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end May 31, 2011."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by May 31, 2011, whichever shall first occur."

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

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

W. D. Carrington, President

Jefferson County Commission

JEFFERSON STATE COMMUNITY COLLEGE

Barbara Holman, Director

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

Feb-8-2011-85

JEFFERSON COUNTY COMMISSION RESOLUTION

TAX LEVY 2011

BE IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the County Commission of Jefferson County, Alabama, that there be and there is hereby levied the following taxes for the use of said County for the current tax year, upon all taxable property and values assessed for the County:

COUNTY PURPOSES

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Purpose</u>
5.6	Section 215; § 11-3-11(a)(2), 1975	General Fund

2.1	Act No. 395, February 17, 1885	"to be applied to the working of public roads in said county..."
.7	Act No. 716, February 28, 1901	"repair sanitary system of the county and protect the water supplies..."
5.1	Section 215 (second proviso); § 11-3-11(a)(2), § 11-14-11 and § 11-14-16, 1975 Code	"to pay any debt or liability... for necessary public buildings, bridges, or roads "; excess may be used "for general county purposes..."

SCHOOL PURPOSES

Countywide

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
2.1	Section 269	August 27, 1991
5.4	Amendment No. 3, Section 1	August 27, 1991
.7	Act No. 203, February 7, 1891 - "for the support and maintenance of the public schools"	Not Applicable

SCHOOL PURPOSES

District

(Jefferson County School Tax District)

(Being that portion of the County lying outside the Cities of Bessemer, Birmingham, Fairfield, Homewood, Hoover, Leeds, Midfield, Mountain Brook, Tarrant, Trussville and Vestavia Hills)

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

(Bessemer School Tax District)

#52

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
5.4	Amendment No. 3, Section 2	April 28, 1992

(Birmingham School Tax District)

#30-39, 54, 63 and 65

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
5.7	Amendment No. 3, Section 2	April 28, 1992
7.1	Amendment No. 175	August 27, 1991

(Fairfield School Tax District)

#55

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
5.8	Amendment No. 3, Section 2	April 28, 1992

(Homewood School Tax District)

#12

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
5.5	Amendment No. 3, Section 2	December 10, 1991
9.6	Amendment No. 175	December 10, 1991

(Hoover School Tax District)

#66

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
13.9	Amendment No. 3, Section 2	October 26, 1993

(Leeds School Tax District)

#15

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992

5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

(Midfield School Tax District)

#58

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
6.0	Amendment No. 3, Section 2	April 28, 1992
10.5	Amendment No. 82	April 28, 1992

(Mountain Brook School Tax District)

#17

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
5.7	Amendment No. 3, Section 2	April 28, 1992
9.9	Amendment No. 175	January 26, 2010
18.5	Amendment No. 316	September 24, 1991

(Tarrant School Tax District)

#18

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
11.2	Amendment No. 3, Section 2	November 2, 1993

(Trussville School Tax District)

#6

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

(Vestavia Hills School Tax District)

#20

<u>Millage Rate</u>	<u>Constitutional/Statutory Authority</u>	<u>Date of Most Recent Authorizing Election</u>
15.1	Amendment No. 3, Section 2	October 26, 1993

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that a copy of the Minutes of the Commission showing the foregoing levy, which contains the rates and purposes for which such taxes are levied, shall be served on the Tax Assessor of the County and on the Director of Revenue for the County by the Chief Financial Officer of the County; that the President of the Commission shall certify that the same is a correct copy of said Minutes relating to the said levy and that the said levy was adopted on the date mentioned in said levy, all in accordance with the provisions of Section 40-7-42 of the Code of Alabama 1975; and that this tax levy shall remain in place and effect and be continued from year to year unless and until a subsequent levy is adopted, provided however that such continuation shall not be construed so as to extend the levy of any tax or taxes beyond such period as may have been authorized at referendum.

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

Feb-8-2011-86

WHEREAS, Jefferson County's current occupational and business license tax was authorized by Alabama Act 2009-811 enacted by the Alabama Legislature in its First Special Session in August, 2009; and

WHEREAS, on December 1, 2010, in the case styled *Weissman v. Jefferson County*, Civil Action No. 09-904022, Circuit Court Judge Charles Price declared that the Alabama Legislature failed to comply with the newspaper publication requirement of § 106 of the Alabama Constitution prior to enacting Act 2009-811; and

WHEREAS, the Jefferson County Commission is required by § 11-8-3, Code of Alabama (1975), to maintain a balanced budget; and

WHEREAS, the current occupational and business license tax produced an estimated annualized revenue of approximately \$73,000,000; and

WHEREAS, said amount comprises approximately 35% of the unearmarked revenues contained in the FY 2011 County General Fund

Budget; and

WHEREAS, pursuant to the Order of the Circuit Court in *Weissman v. Jefferson County*, the loss of approximately \$73,000,000 in budgeted revenues would render the current budget out of balance; and

WHEREAS, the suspension of merit pay increases for all employees of Jefferson County will result in an annual reduction of expenditures of approximately \$1,700,000; and

WHEREAS, after due consideration, the Jefferson County Commission has determined that it is in the County's best interest that a reduction in budgeted expenses be achieved by suspending merit pay increases for all employees of Jefferson County for a period of one year.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, effective February 12, 2011, merit pay raises for the all employees of Jefferson County, Alabama, shall be suspended for a period of one year.

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

Feb-8-2011-87

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Unisoft International, Inc., d/b/a SMA to provide software license and maintenance support for OPCon-XPS Job Scheduler for the term January 1, 2011 - December 31, 2013 in the amount of \$28,587.57.

CONTRACT NO: 00002115

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and UNISOFT International Inc. d/b/a (SMA) (hereinafter called "the Contractor") to provide three year software licenses and maintenance support for OpCon-XPS Job Scheduler. The effective date of this agreement shall be January 1, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on December 26, 2000, at M.B. 131, Pg. 271, is hereby amended as follows:

Item 1. Amend Term of Contract: The term of this contract shall be from January 1, 2011 - December 31, 2013

All other terms and conditions of the original contract/bid award response remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON. President

CONTRACTOR

_____, CFO

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

Feb-8-2011-88

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement and to approve Appendix A between Jefferson County, Alabama and E-Rings, Inc. which defines a series of milestones product deliverables necessary for the successful installation of the software Capture, and Integrated Tax System to the County in the amount of \$3,684,079.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and E-ring, Inc. (hereinafter called "the Contractor") to provide a series of milestone product deliverables necessary for the successful installation of the

software Capture, an Integrated Tax System, to the County. The effective date of this agreement shall be January 28, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties that was approved by the Jefferson County Commission on August 28, 2010, at M. B. 160, Pg. 487-490, is hereby amended as follows:

The Contractor will provide a series of milestone deliverables (Appendix A - on file in the Minute Clerk's office) necessary for the successful installation of the software Capture, an Integrated Tax System, to the County. In addition, this amendment establishes a schedule that the County will provide payment for those deliverables once verified by the following individuals:

Tax Collector, Assistant Tax Collector, Tax Assessor, Assistant Tax Assessor, Chairman of the Board of Equalization, Information Technology Project Manager

These individuals are considered to be the County's representatives for the Integrated Tax System Project and are designated as the Tax System Project Management Team. With the exception of Departmental Acceptance Testing Deliverables each member of the Tax System Project Management Team will sign off on each delivery by the Contractor to verify that the deliverable is in accordance with specifications provided for in Appendix A, the original contract (No. 00001555) and the RFP (# 145-09) before payment for that deliverable will be authorized. Departmental Acceptance Testing will be signed by the appropriate department members and the information Technology Project Manager as noted in Appendix A, page 6. All appropriate signatures must be present before the Contractor will invoice for a milestone delivery.

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CONTRACTOR

_____, CEO

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

Feb-8-2011-89

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury and lost property claim of Teresa Webb be denied.

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

Feb-8-2011-90

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Birmingham Jefferson County Animal Control Services, Inc. for payment of an invoice from Gardendale Fence & Construction for fence repairs at the animal control facilities in the amount of \$3,567.00, be and hereby is approved.

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

Feb-8-2011-91

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama, and Trovata Digital Media with the Alabama Cable Network, dated November 3, 2009, is hereby terminated thirty (30) days from the date of approval of this resolution.

BE IT FURTHER RESOLVED that the President shall provide the thirty (30) day notification to Trovata Digital Media in accordance with paragraph number 8 of said contract.

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

Feb-8-2011-92

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the District 5 annual salary for the following position be changed as follows effective February 1, 2011:

Appointed Administrative Secretary - County Commission (Classification #094602) be fixed at an amount not to exceed \$40,000.00.

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

Feb-8-2011-93

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama, and AM I Risk Consultants, Inc., for actuarial services to determine the reserves needed for the County's self-insurance programs, i.e. health, workers compensation and general liability for the period March 1, 2011 - February 29, 2012 in the amount of \$4,500.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 1st day of February, 2011 by and between Jefferson County, Alabama, through the Human Resources (hereinafter referred to as the "County Commission"), and AMI Risk Consultants, Inc., (hereinafter referred to as "the Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 referenced above, which was approved by the Jefferson County Commission on the 23rd day of February, 2010, and recorded in Minute Book 159, Pages 346-348, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective March 1, 2011 through February 29, 2012.

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Bob Ingo, President

AMI Risk Consultants, Inc.

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

Commissioner Bowman recognized Woodlawn High School's JROTC Color Guard for placing 2nd in a national competition.

Commissioner Carrington stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened at 9:12 a.m. with the following members present:

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

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

Feb-8-2011-94

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and,

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2010-031 Eric Von Wright, Tina Marie Wright, and Wallace Ray Glover, owners; Eric Von Wright, agent. Change of zoning on parcel ID# 3-31-0-0-4 in Section 31 Twp 14 Range 3 West from I-3(S) (Strip Mining) to A-1 (Agriculture) for compliance for a mobile home. (Case Only: 2365 Warrior Jasper Road, Warrior, AL 35180) (CORNER) (0.8 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2010-031 be approved. Voting "Aye" Brown, Knight, Brown, Carrington and Stephens.

Z-2010-027 BancorpSouth, owner; Earl H. Tharp, agent. Change of zoning on parcel ID#'s 28-34-1-3-8.4, 8.5, 8.6, 8.7, 8.8, 8.9, and 28-34-2-0-15.3 in Section 34 Twp 18 Range 2 West from E-2 (Estate) to INSTITUTIONAL-1 for church parking and future expansion. (Case Only: 4657 Caldwell Mill Road, Birmingham, AL 35242) (ALTADENA) (4.6 acres M/L)

Rezoning is contingent upon the submission and approval of a preliminary drainage plan by the County Drainage Engineer.
RESTRICTIVE COVENANTS: 1. all aspects of the development pertaining to the crosswalk shall meet the specifications of the Department of Roads and Transportation, including its location, design, construction, signage, striping, signals, etc; and, 2. all construction plans for improvements on this property shall be subject to review and approval by the Department of Environmental Services.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2010-027 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2010-030 Mary Ann Smith, owner. Change of zoning on parcel ID# 8-1-1-0-1.2 in Section 1 Twp 15 Range 2 West from I-3 (Industrial) to A-1 (Agriculture) for a mobile home. (Case Only: 3741 Redman Hall Road, Pinson, AL 35126) (BRADFORD) (1.6 Acres M/L)

RESTRICTIVE COVENANTS: 1.The driveway location shall be subject to approval by the Jefferson County Department of Roads and Transportation; and, 2.there shall be no more than one mobile home on the property.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that Z-2010-030 be approved subject to filing of covenants. Voting "Aye" Knight, Bowman, Brown, Carrington and Stephens.

Z-2010-023 Robert Warren, Sr., owner. Change of zoning on parcel ID#'s 13-24-4-17-part of 12.5 and part of 12 in Section 24 Twp 16 Range 2 West from R-1 (Single Family) to R-3 (Two-Family) for two (2) two-family dwellings. (Case Only: 1310 6th Street NW; Birmingham, AL 35215) (CENTER POINT) (0.9 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2010-023 be denied. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Z-2010-029 Barbara S. Jones, owner; Orlando Welch, agent. Change of zoning on parcel ID# 5-13-0-0-148 in Section 13 Twp 15 Range 5 West from C-1 (Commercial) to C-3 (Commercial) for a lounge. (Case Only: 7570 Highway 78 West, at the corner of Highway 78 and Turner Road; Dora, AL 35062) (DORA) (3.8 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Bowman that Z-2010-029 be carried over to a date to be determined after the petitioner has the opportunity to look at other alternatives. Voting "Aye"Brown, Bowman, Carrington, Knight and Stephens.

Z-2011-004 Bill, Virginia, and Melanie Renfrow, owners; Jeremy Swallows, agent. Change of zoning on Parcel ID#s 14-4-4-1-40 and 14-4-4-4-2.2 in Section 4 Twp 16 Range 3 West from C-P (Preferred Commercial) and A-1 (Agriculture) to C-1 (Commercial) for a car sales lot and office. (Case Only: 2572 and 2583 Mount Olive Road, Mount Olive, AL 35117) (MOUNT OLIVE) (1.4 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2010-004 be denied. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Thereupon the Commission Meeting was adjourned to meet Tuesday, February 22, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk