

STATE OF ALABAMA)

JEFFERSON COUNTY) July 27, 2010

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

District 1 George F. Bowman
District 2 Shelia Smoot
District 3 Bobby Humphries
District 4 Bettye Fine Collins
District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Minutes of July 20, 2010, be approved. Voting "Aye" Carns, Smoot, Bowman, Collins and Humphries.

Bids were received and publicly opened and read from the following contractors on the 2010 Annual Collection System Rehabilitation - Contract 1 project: Insituform Technologies, Inc., Reynolds Inliner, LLC and Suncoast Infrastructure, Inc.

Bids were referred to Environmental Services for tabulation, report and recommendation.

Bids were received and publicly opened and read from the following contractors on the Minnesota Avenue Sanitary Sewer Replacement project: Baird Contracting Co., Inc.; Cherry Brothers, Inc.; Civil Contractors, LLC; Global Construction & Engineering, Inc.; Jones Utility & Contracting Co., Inc.; Jordan Excavating, Inc. and Russo Corporation

Bids were referred to Environmental Services for tabulation, report and recommendation.

STAFF DEVELOPMENT

Multiple Staff Development

Land Planning & Development - 2 participants

Jeff Gunter	Auburn, Alabama	\$75.00
James Duncan	Watershed & Stormwater Finance Workshop August 10, 2010	\$75.00

Land Planning & Development - 7 participants

Jack Bankston	Pelham, Alabama	\$125.00
Robert Jones	"How To Inspect A Construction Site" Workshop	\$125.00
Vance Belcher	August 26, 2010	\$125.00
Karen Ameen		\$125.00
Alonzo Allen		\$125.00
John Dipiazza		\$125.00
Charles Cleckler		\$125.00

Office of Senior Citizen Services - 2 participants

Ashley Lemsky	Montgomery, Alabama	\$192.62
Dean Dernette Dailey	Americorp Training & Award Ceremony July 14-15, 2010	\$192.62

Tax Collector - 2 participants

Mark Florence	Gulf Shores, Alabama	\$1,976.00
Teresa Brakefield	AATA Annual Conference Certification Training August 5, 2010	\$1,976.00

Individual Staff Development

Shirin Banu	CGMH	Destin, Florida	\$1,150.37
		Prescribing & Pharmacology of Controlled Drugs/MASA	

July 30 - August 2, 2010

Tanya Shelton	CGMH	San Antonio, Texas Diabetes Educational Program (American Assn. of Diabetes Educators) August 3-7, 2010	\$2,007.80
Matthew Alpaugh	Env Svs	Pelham, Alabama Open Channel Hydraulics Training Seminar August 9, 2010	\$125.00
Michael G. Lee	General Svs	Houston, Texas MTUG Annual Membership Meeting August 3-6, 2010 (Expenses for lodging & travel paid by Association)	\$157.50
Michael A. Thomas	Land Planning & Development	Chicago, Illinois International Code Council Plan Review Institute October 4-9, 2010	\$1,914.20
E. Wayne Sullivan	Roads & Trans	Orange Beach, Alabama 82 nd Annual ACCA Conference August 23-27, 2010	\$1,004.00

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

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

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

1. COOPER GREEN MERCY HOSPITAL FROM ALPHA DATA SERVICES, MONTGOMERY, AL, TO PAY FOR 2010 DATA SUBMISSION SERVICES ALREADY RENDERED. SAP PURCHASE ORDER # 2000045272 \$11,520.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL FROM ALPHA DATA SERVICES, MONTGOMERY, AL, TO PAY FOR 2010 DATA SUBMISSION SERVICES ALREADY RENDERED. SAP PURCHASE ORDER # 2000045296 \$3,840.00 TOTAL
3. JEFFERSON REHABILITATION AND HEALTH CENTER FROM GAYMAR INDUSTRIES, BUFFALO, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MATTRESS RENTAL BEDS AND SPECIAL EQUIPMENT. SAP PURCHASE ORDER # 2000038919 \$15,000.00 TOTAL REFERENCE BID # 25-10
4. ENVIRONMENTAL SERVICES PUMP STATIONS OPERATIONS AND MAINTENANCE FROM NEXAIR INCORPORATED, PINSON, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR OXYGEN WELDING GASES. SAP PURCHASE ORDER # 2000036188 \$200.00 TOTAL REFERENCE BID # 1-09
5. COOPER GREEN MERCY HOSPITAL FROM LINDE GAS, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR BULK AND BOTTLED MEDICAL GASES. SAP PURCHASE ORDER # 2000037411 \$9,500.00 TOTAL REFERENCE BID # 18-10
6. ALL JEFFERSON COUNTY FACILITIES FROM WAREHOUSE EQUIPMENT AND SUPPLY COMPANY, BIRMINGHAM, AL, RECOMMENDATION FOR CONTRACT RENEWAL ON ANNUAL MAINTENANCE FOR OVERHEAD DOORS FOR THE PERIOD OF 1/01/10 TO 12/31/10. REFERENCE BID # 72-09 EST. \$27,004.00 TOTAL
7. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE FROM ACIDITY SPECIALTY PRODUCTS INCORPORATED D/B/A ZEP SALES AND SERVICE, ATLANTA, GA, CONTRACT FOR ASPHALT RELEASE AGENT AND CITRUS SOLUTION CONCENTRATE FOR THE PERIOD OF 6/01/2010 to 5/31/2011. REFERENCE BID # 117-10 EST. \$39,903.00 TOTAL
8. ROADS AND TRANSPORTATION TRAFFIC SIGNAL SHOP KETONA FROM MAYER ELECTRIC SUPPLY, BIRMINGHAM, AL, FOR JUNCTION BOXES FOR TRAFFIC SIGNALS. SAP PURCHASE ORDER # 2000045225 \$9,894.00 TOTAL
9. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM SIEMENS BUILDING TECHNOLOGIES, BIRMINGHAM, AL, FOR FIRE SYSTEM REPAIR. SAP PURCHASE ORDER # 2000045228 \$7,475.60 TOTAL
10. JEFFERSON COUNTY USER DEPARTMENTS AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL,

CONTRACT RENEWAL FOR CAN LINERS FOR THE PERIOD OF 10/01/10 TO 9/30/11.

REFERENCE BID # 278-08 EST. \$115,000.00 TOTAL

11. SHERIFF'S DEPARTMENT BIRMINGHAM JAIL CORRECTIONS FROM ALABAMA HEATING AND REFRIGERATION COMPANY INCORPORATED/ MAXIARE, LLC, BIRMINGHAM, AL, FOR FABRICATION OF NEW JAIL FOOD CARTS. SAP PURCHASE ORDER # 2000045212 \$22,760.00 TOTAL
12. COOPER GREEN MERCY HOSPITAL FROM ALABAMA HOSPITAL ASSOCIATION, MONTGOMERY, AL, TO PAY FOR 2010 2011 ALAHA MEMBERSHIP DUES. SAP PURCHASE ORDER # 2000045271 \$29,606.00 TOTAL
13. ENVIRONMENTAL SERVICES ADMINISTRATION FROM MISSION COMMUNICATIONS, NORCROSS, GA, FOR ANNUAL CONTRACT RENEWAL FOR STREAMING DATA SERVICES FOR THE PERIOD OF 8/1/09 TO 9/30/10. SAP PURCHASE ORDER # 2000045314 \$7,417.50 TOTAL
14. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR READY MIX CONCRETE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/09 TO 9/30/10. SAP PURCHASER ORDER # 2000035722 \$5,000.00 TOTAL REFERENCE BID # 207-08
15. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR RIP RAP ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/09 TO 9/30/10. SAP PURCHASE ORDER # 2000043031 \$10,000.00 TOTAL REFERENCE BID # 93-08
16. PERSONNEL BOARD OF JEFFERSON COUNTY FROM TECHNICAL INNOVATIONS, BIRMINGHAM, AL, FOR UPGRADE ASSESSMENT CENTER FACILITY AUDIO VISUAL RECORDING SYSTEM. SAP PURCHASER ORDER # 2000045335 EST. \$225,744.44 TOTAL REFERENCE RFP # 118-10
17. EMERGENCY MANAGEMENT AGENCY (EMA) FROM DISTINCTIVE AFWS DESIGNS INCORPORATED, LEICESTER, NC, FOR LIBERTY PARK WEATHER STATION REPAIRS. SAP PURCHASE ORDER # 2000045317 \$8,271.00 TOTAL
18. ENVIRONMENTAL SERVICES ADMINISTRATION FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, FOR CUTTERS SMART KIT 1" WITH SAWS. SAP PURCHASE ORDER # 2000045161 \$8,244.00 TOTAL REFERENCE BID # 130-08
19. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM FISHER HEALTHCARE, HOUSTON, TX, FOR CRYOSTAT INCLUDING BLADE HOLDER. SAP PURCHASE ORDER # 2000045360 \$23,228.08 TOTAL AMERINET CONTRACT # VL-01200
20. JEFFERSON REHABILITATION AND HEALTH CENTER FROM KCI, HOUSTON, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VAC PUMP AND SUPPLIES FOR THE PERIOD OF 10/1/09 TO 9/30/10. SAP PURCHASE ORDER # 2000036634 \$8,000.00 TOTAL AMERINET CONTRACT # VQ-13500
Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Purchasing Minutes be approved. Voting "Aye"
Carns, Smoot, Bowman, Collins and Humphries.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
7/27/2010

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MISCELL PETTY CASH REIMBURSEMENTS CGH	CGH: PHYSICAL THERAPY	854.68	1900040940
DISTRICT 1	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	15.99	1900040910
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TRAVEL EXPENSE FOR KEITH STROTHER	ECON DEV WORKFORCE INVEST	10.02	1900040935
*DISTRICT 1					880.69	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HARD DRIVE FOR COMPUTER	LAND DEVELOPMENT	69.99	1900042281
*DISTRICT 2					69.99	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PESTICIDE LICENSE	R&T: HIGHWAY MAINT-KETONA	180.00	1900040938
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MISC SUPPLIES AND CDL RENEWAL	R&T: HIGHWAY MAINT-BESSEMER	22.35	1900042256
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL/SCREW EXTRACTOR	R&T: HIGHWAY MAINT-KETONA	75.23	1900042252
DISTRICT 3	1019713	ALL SEASONS LANSCAPE SER	QUOTE ONLY LANDSCAPE EST COVEDR SEW. TR2-5	R&T: RIGHT OF WAY	250.00	1900040714
*DISTRICT 3					527.58	
DISTRICT 4	1000022	ALA SOCIETY OF CERTIFIED	MEMBERSHIP RENEWAL 2010-2011 D.PANOS	FINANCE ADMINISTRATION	130.00	1900040956
DISTRICT 4	1000600	FAMILY COURT OF BHAM	CHECK ORDER CHARGE - REGULAR SUPPORT ACCT	FC CLERKS OFFICE REIMBURSABLE	753.20	1900040696
DISTRICT 4	1020107	ECON DEV ADM/US DEPT OF	EDA RLF INT SEQUEST FD GRANT 04-39-03391.02	ECON DEV LN COUNTY	267.73	1900042273
DISTRICT 4	1025317	BARRY E JACKSON	RETIREE, BARRY JACKSON, REFUND OF INSUR PREM	HUMAN RESOURCES ADMIN	285.32	1900040945
DISTRICT 4	1026081	DEBORAH F DAVIS	VISIONCARE INSURANCE REFUND TO DEBORAH DAVIS	HUMAN RESOURCES ADMIN	6.14	1900042267
DISTRICT 4	1026082	LINDA M COFIELD	RETIREE, LINDA COFIELD, INSURANCE PREM REFUNDS	HUMAN RESOURCES ADMIN	78.18	1900040888
DISTRICT 4	1026083	EDWARD E BRASHER	RETIREE, E BRASHER, INSURANCE PREM REFUNDS	HUMAN RESOURCES ADMIN	165.80	1900040887
DISTRICT 4	1026095	LARRY GLAZE	RETIREE, LARRY GLAZE, REFUND - JULY SINGLE HLTH	HUMAN RESOURCES ADMIN	48.40	1900040946
*DISTRICT 4					1,734.77	
DISTRICT 5	1000113	BHAM HOUSING AUTHORITY	REFUND ON ACCT # N3815-686(L68)	FINANCE SEWER SERVICES	2,768.40	1900040951
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LUMBER	ES: CONSTRUCT SEWER LINE	19.88	1900040687
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRESHMENTS/DEPT WIDE SUPV MEETING	ES: CONSTRUCT SEWER LINE	278.84	1900040811
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE;BINDERS;	ES: FIVE MILE CREEK WWTP	136.77	1900040909
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TIRES, SHIPPING CHARGES	ES: TURKEY CREEK WWTP	215.42	1900040926

DISTRICT 5	1000193	JEFFERSON CO TREASURER	SWITCHES; CELL CASE; LANDSCAPE LOPPERS	ES: VALLEY CREEK WWTP	378.76	1900040917
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFLECTOR NUMBERS;4-PLY TIRE FOR MOWER;	ES: FIVE MILE CREEK WWTP	132.32	1900040941
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HVAC COMPRESSOR	ES: VALLEY CREEK WWTP	718.92	1900040944
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BLADES;BOLTS & NUTS: TUBING;	ES: FIVE MILE CREEK WWTP	252.53	1900040950
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOLS;INK CARTRIDGES;	ES: FIVE MILE MAINTENANCE SHOP	41.91	1900040952
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLY WOOD; PARTS; BOLTS	ES: PACKAGE WWTP & PUMP STATIO	200.19	1900040954
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LAB ORDER	ES: PACKAGE WWTP & PUMP STATIO	277.44	1900040903
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL SAFE PRODUCTS, BATTERY, ELECTRONIC SUPPLIES	ES: TRUSSVILLE WWTP	157.14	1900040931
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED GREASE FOR MAINTENANCE	ES: LEEDS WWTP	20.94	1900040932
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER CALL LEEDS	ES: LEEDS WWTP	19.44	1900040933
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TORO BELT AND STRAP	ES: TRUSSVILLE WWTP	67.24	1900040976
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POCKET SHEATH FOR PRUNERS, AND NOTE PADS	ES: TURKEY CREEK WWTP	38.94	1900040997
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS; TUBES; WEDEATER; SWITCHES; BULBS	ES: VALLEY CREEK WWTP	322.65	1900042248
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CABLES; KEYS	ES: PACKAGE WWTP & PUMP STATIO	114.38	1900042253
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSE AND RATCHET	ES: SANITATION ADMINISTRATION	21.95	1900042242
DISTRICT 5	1000270	A ALLEN RAMSEY PC	REFUND ON ACCT # L 4-88308249(L11)	FINANCE SEWER SERVICES	2,003.65	1900040924
DISTRICT 5	1020688	ANN LODEN	REFUND ON ACCT #12-735005(D)	FINANCE SEWER SERVICES	47.52	1900040923
DISTRICT 5	1025798	JAMES D LEGG	REFUND ON ACCT #W0-66413	FINANCE SEWER SERVICES	23.54	1900040922
DISTRICT 5	1026042	KYIESHIA CARTER	REFUND ON ACCT # N4655-543(L)	FINANCE SEWER SERVICES	10.00	1900040921
DISTRICT 5	1026043	ROLAND WATTS	REFUND ON ACCT #12-695001(D)	FINANCE SEWER SERVICES	8.49	1900040920
DISTRICT 5	1026044	CAROLYN MCCUTCHEON	REFUND ON ACCT# L6-7815583(C)	FINANCE SEWER SERVICES	100.00	1900040919
DISTRICT 5	1026045	KAREN SOVACOO	REFUND ON ACCT #14-175504(D)	FINANCE SEWER SERVICES	33.37	1900040918
*DISTRICT 5					8,410.63	
**					11,623.66	

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Cooper Green Mercy Hospital \$5,000

Shift funds from regular salaries to cover temporary employee due to position being vacated by retired employee. No Additional Funds Required.

2. Cooper Green Mercy Hospital \$10,000

Shift funds from regular salaries to cover contract staff past due invoices. No Additional Funds Required.

3. Cooper Green Mercy Hospital \$20,000

Shift funds from regular salaries to cover contract staff past due invoices. No Additional Funds Required.

4. Cooper Green Mercy Hospital \$284,137

Shift funds from various operating and salary accounts to fund the emergency room renovation project. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

5. Information Technology \$51,000

Shift funds and add purchasing memorandum to purchase replacement internet firewalls and spare network equipment approved on IT Committee's agenda April 14, 2010. No Additional Funds Required.

6. Cooper Green Mercy Hospital \$15,000

Shift funds and add purchasing memorandum to purchase fitness equipment. No Additional Funds Required.

7. Cooper Green Mercy Hospital \$43,000

Shift funds and add purchasing memorandum to purchase a refrigerator, three tilting skillets, four electric full pots and five kettle/cabinet assembly-direct steam. No Additional Funds Required.

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

Jul-27-2010-679

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Metropolitan Birmingham Services for the Homeless, Inc., dated September 29, 2009 for Data Collection and Evaluation services associated

with the Homelessness Prevention and Rapid Re-Housing Program (S-09-UY-12-0003/HPRP08-MBSH). The purpose of Amendment No. 1 is to revise the termination date, the total amount of Compensation, and the Scope of Services. The new date of 60% completion shall be on or before June 15, 2011, and the new date of the remaining 40% completion shall be on or before June 15, 2012. The new total compensation shall not exceed \$48,000.00. The revised Scope of Services shall only include Data Collection & Evaluation Services for the Jefferson County Office of Community & Economic Development, AIDS Alabama, Bridge Ministries, The Dannon Project, First Light, Neighborhood Housing Services of Birmingham, Pathways, and The YWCA of Central Alabama. This project is from the Substantial Amendment to the 2008 Action Plan HPRP funds.

AMENDMENT NO. 1

This Amendment No. 1, dated , will modify the Agreement dated September 29, 2009, for Data Collection and Evaluation services associated with the Homelessness Prevention and Rapid Re-Housing Program (S09LTY120003/HPRP08MBSH) between Jefferson County, Alabama (COUNTY) and Metropolitan Birmingham Services for the Homeless, Inc. (MBSH) as follows:

The new date of 60% (\$28,800.00) completion shall be on or before June 15, 2011, and the new date of completion for the remaining 40% (\$19,200.00) shall be on or before June 15, 2012. The new total compensation shall not exceed \$48,000.00. The revised Scope of Services shall only include Data Collection & Evaluation Services for the following agencies: Jefferson County Office of Community & Economic Development, AIDS Alabama, Bridge Ministries, The Dannon Project, First Light, Neighborhood Housing Services of Birmingham, Pathways, and The YWCA of Central Alabama. See Minute Book 158, Page 485 for original Agreement.

This Amendment in no way alters any other provisions of the agreement paragraphs nor any other provisions set forth in the original Agreement between the COUNTY and MBSH, other than those specifically cited hereinabove.

ATTEST:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

ATTEST:

Metropolitan Birmingham Services for the Homeless, Inc.

Michelle Farley, Executive Director

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

Jul-27-2010-680

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Consolidated Plan and an annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, nonprofit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the 2010 Jefferson County Five-Year Consolidated Plan and the 2010 Action Plan;

WHEREAS, Jefferson County expects to receive \$2,219,874 in CDBG funds, \$330,000 in program income; \$1,029,858 in HOME funds, \$229,965 in County match and \$100,000 in program income; and \$90,320 in federal ESG funds making a total of \$4,000,017 in funds available for Program Year 2010-2011; and

WHEREAS, The Office of Community & Economic Development has developed a budget and 2010 Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the 2010 Five-Year Consolidated Plan, 2010 One-Year Action Plan, Standard Forms 424, Consolidated Plan Certifications, Citizens' Participation Plan, and The Analysis of the Impediments to Fair Housing for Jefferson County, Alabama.

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

Jul-27-2010-681

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant (ESG) for the program year 2010; and

WHEREAS, Federal regulations governing the Emergency Shelter Grant Program, as amended by the Stewart B. McKinney Homeless Amendments Act of 1988 provide that each state shall receive grant allocations for homeless assistance under the ESG program from the U.S. Department of Housing and Urban Development; and

WHEREAS, the State of Alabama Department of Economic and Community Affairs will receive an allocation for the ESG program and therefore has requested applications from units of local government to distribute funds; and

WHEREAS, the Alabama Department of Economic and Community Affairs has approved the Jefferson County Commission's application for the State Emergency Shelter Grant for program year 2010 in the amount of \$108,150.00 (one hundred eight thousand one hundred and fifty dollars); for the following agencies: AIDS Alabama (\$50,000), Aletheia House (\$30,000), First Light (\$25,000) and Jefferson County (\$3,150); and

WHEREAS, homeless individuals and families exist in Jefferson County, Alabama and can benefit from funds under the ESG program; and

WHEREAS, Jefferson County Commission hereby assures and certifies that we will comply with program requirements for which includes providing 100% local match for the proposed activities upon the acceptance of ESG funds.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama that the Commission President is authorized and hereby directed to execute and submit to the Alabama Department of Economic & Community Affairs the 2010 State Emergency Shelter Grant Agreement, certifications and documents.

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

Jul-27-2010-682

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Family Comfort Hospice for Cooper Green Mercy Hospital to provide in-patient palliative and respite care for terminally ill patients. This is a revenue generating agreement and payment will be at the Medicare/Medicaid fixed rate for palliative and respite care.

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

Jul-27-2010-683

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Hope Hospice, Inc. for Cooper Green Mercy Hospital to provide in-patient palliative and respite care for terminally ill patients. This is a revenue generating agreement and payment will be at the Medicare/Medicaid fixed rate for palliative and respite care.

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

Jul-27-2010-684

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and BC Technical, Inc. to perform maintenance services to include parts, labor, repairs & preventive

maintenance, technical support and remote diagnostics for nuclear imaging camera beginning October 1, 2009 and ending September 30, 2010 in the amount of \$29,578.18. No additional funds required.

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

Jul-27-2010-685

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

DISPOSALS:

Commissioner Jim Carns District V

140000.000593	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000001077	COMPAQ DESK PRO PC PENTIUM III	OBSOLETE/NO LONGER IN DEPARTMENT
140000001767	LAP TOP COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002274	LEXMARK COLOR PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002490	XEROX COPIER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002869	DELL OPTIPLEX COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002870	DELL OPTIPLEX COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT

TRANSFERS:

		FROM:	TO:
160000001035	SEDAN 4 DR. TAURUS00(A005101)	1005	2605

DISPOSALS:

ENVIRONMENTAL SERVICES - BUSA 7260 - ADMIN LINE MAINTENANCE:

120000000294	MILTI GAS. MONITOR	OBSOLETE/NO LONGER IN DEPT.
140000002984	DELL DIMENSION 8300 PC	OBSOLETE/NO LONGER IN DEPT.
140000002986	DELL DIMENSION 8300 PC	OBSOLETE/NO LONGER IN DEPT.
140000002987	DELL DIMENSION 8300 PC	OBSOLETE/NO LONGER IN DEPT.
140000002988	DELL DIMENSION 8300 PC	OBSOLETE/NO LONGER IN DEPT.

ENVIRONMENTAL SERVICES - BUSA 7252 - VILLAGE LINE MAINTENANCE

160000001211	GAS MONITOR W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
16000000.1212	GAS MONITORS W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001219	GAS MONITORS W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001365	MULTI GAS MONITOR	OBSOLETE/NO LONGER IN DEPT.
160000002300	GAS DETECTION MONITOR AND PUMP	OBSOLETE/NO LONGER IN DEPT.

ENVIRONMENTAL SERVICES - BUSA 7253 - SHADES LINE MAINTENANCE

150000000241	MINI GOFER ROOT CUTTER	OBSOLETE/NO LONGER IN DEPT.
150000000242	MINI GOFER ROOT CUTTER	OBSOLETE/NO LONGER IN DEPT.
160000001214	GAS MONITORS W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001215	GAS MONITORS W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001216	GAS MONITORS W PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001218	GAS MONITORS W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001219	GAS MONITORS W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001220	GAS MONITORS W PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001221	GAS MONITORS W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001222	GAS MONITORS W. PUMP/CASE	OBSOLETE/NO LONGER IN DEPT.
160000001257	4 HORSE POWE4 HORSE POWER ENGINE	OBSOLETE/NO LONGER IN DEPT.
160000001285	LOADER SKID S LOADER SKID STEER LX89500	OBSOLETE/NO LONGER IN DEPT.

ENVIRONMENTAL SERVICES - BUSA 7270 - TV INSPECTION & GROUTING:

140000000580	ARIES SATURN MINI COLOR CAMERA	OBSOLETE/NO LONGER IN DEPT.
140000000581	ARIES SATURN MINI CAMERA	OBSOLETE/NO LONGER IN DEPT.
140000002062	CAMERA FOR PIPE INSPECTION	OBSOLETE/NO LONGER IN DEPT.
140000002063	CAMERA FOR PIPE INSPECTION	OBSOLETE/NO LONGER IN DEPT.
140000002064	CAMERA FOR PIPE INSPECTION	OBSOLETE/NO LONGER IN DEPT.
140000002107	VIDEO IMAGE MODULES	LANDFILL
140000002108	VIDEO IMAGE MODULES	LANDFILL
140000002477	CAMERA FOR PIPE INSPECTION	OBSOLETE/NO LONGER IN DEPT.
140000002903	CC TV CAMERA	OBSOLETE/NO LONGER IN DEPT.
150000000100	MINI GOFER ROOT CUTTER	OBSOLETE/NO LONGER IN DEPT.
150000000101	MOTORIZED ROOT CUTTER	OBSOLETE/NO LONGER IN DEPT.
150000000102	MOTORIZED ROOT CUTTER	OBSOLETE/NO LONGER IN DEPT.
150000000103	MINI GOFER ROOT CUTTER	OBSOLETE/NO LONGER IN DEPT.

ENVIRONMENTAL SERVICES - BUSA 7301 - CAHABA RIVER WWTP:

140000005286	PRINTER	OBSOLETE/NO LONGER IN DEPT.
140000005287	TRACTOR W/60IN.	OBSOLETE/NO LONGER IN DEPT.

14000005288	TRACTOR WITLLER	OBSOLETE/NO LONGER IN DEPT.
14000005826	MASTER COMPUTER CONTROL SYSTEM	OBSOLETE/NO LONGER IN DEPT.
14000005827	DELL COMPUTER SYSTEM	OBSOLETE/NO LONGER IN DEPT.
14000005828	DELL COMPUTER SYSTEM	OBSOLETE/NO LONGER IN DEPT.
14000005829	DELL COMPUTER SYSTEM	OBSOLETE/NO LONGER IN DEPT.
14000005830	DELL COMPUTER SYSTEM	OBSOLETE/NO LONGER IN DEPT.
15000001032	TRACTOR, LAWN W/481N.	OBSOLETE/NO LONGER IN DEPT.
16000004610	GRAVELY RIDING LAWNMOWER	OBSOLETE/NO LONGER IN DEPT.

TRANSFERS:

ENVIRONMENTAL SERVICES - BUSA 7253 - SHADES LINE MAINTENANCE

16000000214	TRUCK S JET WASHER GMC 07	Transfer from 7253 to7270
-------------	---------------------------	---------------------------

DISPOSALS:

JEFFERSON REHAB/BUSA 8307:

12000000228	UNIT DOSE PACKAGING MACHINE	WAREHOUSE FOR AUCTION
-------------	-----------------------------	-----------------------

JEFFERSON REHAB/BUSA 8311:

12000000293	80" BED PACKAGE	WAREHOUSE FOR AUCTION
15000000968	INDUSTRIAL SEWING MACHINE	WAREHOUSE FOR AUCTION
16000001155	KARCHER PRESSURE WASHER	STOLEN
16000002539	WHIRLMATIC US20	WAREHOUSE FOR AUCTION
16000003466	COMMERCIAL DRYER	WAREHOUSE FOR AUCTION

DA BHAM WORTHLESS CHECK UNIT/BUSA 6550:

14000001829	HEWLETT PACKARD LASER PRINTER	SALVAGE PARTS
-------------	-------------------------------	---------------

TRANSFERS:

JEFFERSON REHAB:

14000000791	PERSONAL COMPUTER	FROM: 8303	TO: 8314
-------------	-------------------	------------	----------

ES BIOSOLIDS HANDLING/BUSA 7314:

16000000215	COMPACT HYDRAULIC EXCAVATOR	7314	7230
16000003187	10,000 POUND TRAILER	7314	7230

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

Jul-27-2010-686

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the suspension of merit step increases for the employees of Jefferson County, Alabama, which was imposed on July 14, 2009, by Resolution at Minute Book 158, Page 292, is lifted effective July 17, 2010. Eligible employees may receive a merit step increase on their merit increase basis date that occur subsequent to July 16, 2010. Provided, no employee shall be entitled to a retroactive step increase. Provided further, this resolution shall not alter the merit increase basis date of any employee.

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

Jul-27-2010-687

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Site Agreement between Jefferson County, Alabama and Open Range Communications, Inc. for space leased on the Fairfield Radio Tower located at 4600 Commerce Avenue, Fairfield for a period of five years, beginning upon approval, in the amount of \$15,600 - revenue, with a 5% increase in lease amount annually.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Molton Allen & Williams, LLC to provide Insurance Broker of Record services beginning September 1, 2010 and ending August 31, 2011.

CONTRACT NO: 940

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 2nd day of August, 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and Molton, Allen & Williams, LLC located at 1000 Urban Center Drive, Suite 400, Birmingham, AL 35243 hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2010.

WHEREAS, the County desires to contract for broker of record services for the Human Resources Department, hereinafter called "Human Resources", and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Qualifications No. 108-10 dated April 14, 2010, the terms of which are included herein by reference. The Contractor shall provide insurance Broker of Record Services to include the solicitation and placement of insurance in the best interests of Jefferson County Commission. The Contractor shall review and evaluate the County's exposure to risk; prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy for the County's major loss exposure areas prior to policy renewal; assist in developing underwriting data and specifications for renewal negotiations; provide trended values for property insurance policies; with participation of the Director of Human Resources or her designee, obtain bids from the insurance industry and negotiate the best terms and coverage for the various exposure areas and submit information to the director of Human Resources for approval by the Commission; evaluate the commitment and financial stability of the underwriters; service existing insurance policies by tendering losses, reviewing coverage issues, assisting in collection of losses, reporting values, issuing Certificates of Insurance as needed, processing policy changes, etc., in a timely manner, schedule quarterly meetings with the Director of Human Resources or her designee, to discuss loss control issues, exposure changes, and general administrative matters; provide monthly cost reports for excess health, vision and dental claims including fixed costs, gross premiums and paid claims, pooling charges and Incurred But Not Reported (IBNR) reserve; with participation of the Human Resources Director or her designee, obtain initial premium renewals and negotiate for the lowest renewal rates seek and analyze premium rates with comparable benefits providers, giving preference to the local markets if they are in the best interest of the County; provide updates on excess health, dental and vision insurance markets, legislative issues and cost trends; provide assistance in developing strategy for cost containment and annual renewals; analyze the County's exposure to loss, adequacy of coverage, and develop options on coverage not presently purchased by the County; provide service for day-to-day contact on insurance matters; assist the County in developing insurance requirements for the various contracts (design, construction, and services) and in reviewing insurance policies, contracts, leases, and bonds as requested by the County; prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year (the report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year; provide other services that are normally and customarily required of an insurance broker for County government. Insurances shall include but are not limited to excess worker's compensation, property & casualty, boiler & machinery, crime & dishonesty, excess health, basic life insurance, basic accidental death & dismemberment, voluntary life, voluntary accidental death & dismemberment, dental and vision, and bonds.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for one year (1) September 1, 2010 through August 31, 2011. However, the Contract maybe extended, at the County's option, for two (2) additional oneyear periods, not to exceed three full years.
4. COMPENSATION: The Contractor shall be compensated for services to the County per the brokerage fees received from insurance companies selected to provide insurance benefits and coverage for the County. Contractor agrees to disclose the terms and amounts of the fees received for all brokerage services rendered for contracts entered into by the County.
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 Molton, Allen & Williams, LLC to subcontract (assign) any portion of this contract, Molton, Allen & Williams, LLC will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Molton, Allen & Williams, LLC must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance

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

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

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

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

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 Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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.

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: Molton Allen & Williams

JEFFERSON COUNTY, ALABAMA

Edmund P. Perry, President

Betty Fine Collins, President, Commissioner

** Except as noted in attached Affidavit (on file in the Minute Clerk's office)

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

Jul-27-2010-689

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Charles (Chuck) Stewart to serve on the Concord Fire District Board of Trustees, filling the unexpired term of Stan Brock, beginning upon approval and ending October, 2012, be and hereby is approved.

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

Jul-27-2010-690

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-2010-004 Westhoven Robbins Properties, owner. Change of zoning on Parcel ID# 12-29-4-4-1 in Section 29 Twp 16 Range 1 West from A-1 (Agriculture) to C-P (Preferred Commercial) for a planned professional office development. (Case Only: 1401 Edwards Lake Road, Birmingham, AL 35235) (STONEHEDGE) (18.7 Acres M/L)

RESTRICTIVE COVENANTS: 1. the property shall be developed in substantial conformance to the site plan submitted at the May 18, 2010 hearing, including the preservation of existing vegetation to the maximum extent possible; and, 2. all buildings and structures shall maintain a residential appearance with pitched roofs with asphalt shingles and exterior materials to be stucco, stone and/or brick. 3. REVERSIONARY CLAUSE. 4. a single commercial class driveway is to be provided at a location that provides adequate corner sight distance for vehicles entering Edwards Lake Road and shall have approval from the Cit of Birmingham. 5. the footprints of the office buildings shall be approximately 6,000 square feet. 6. all measures shall be taken to eliminate any erosion during the three construction phases.

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that Z-2010-004 be approved. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

Jul-27-2010-691

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County Office of Senior Citizens is authorized to receive a grant from the Alabama Department of Senior Services in the amount of \$25,297.00; and

WHEREAS, the grant funds will be used for the Senior Medicare Patrol Program (SMPP) grant, which educates seniors on Medicare/Medicaid to better monitor what is paid on their behalf, what to do about discrepancies and how to protect, detect and report Medicare fraud, waste and abuse for the period of June 1, 2010 through May 31, 2011; and

WHEREAS, these are federal dollars and there is a non-federal match requirement in the amount of \$6,324.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept this grant from the Alabama Department of Senior Services in the amount of \$25,297.00 to continue to render services through the SMPP Grant.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Agreement for Services for the Alabama State Health Insurance Assistance Program between Jefferson County, Alabama (Jefferson County Office of Senior Citizens Services) and the Alabama Department of Senior Services to participate in a supplemental grant for the State Health Insurance Program (SHIP) and to accept grant funds in the amount of \$75,774.00. The grant funds will be used to continue to render services to strengthen the capability to provide all Medicare eligible individuals information, counseling, assistance and to ensure a network of staff and volunteers to provide accurate and objective health insurance information and assistance. This grant period is from April 1, 2010 - March 31, 2011.

Agreement for Services for the Alabama State Health Insurance Assistance Program (SHIP)

Grant Period: April 1, 2010 - March 31, 2011

This agreement is entered into this 1st day of April 2010, by and between the Office of Senior Citizens Services (hereinafter referred to as the grantee) and the Alabama Department of Senior Services for the local implementation of the State Health Insurance Assistance Program (SHIP) grant. The grantee will be part of Alabama's effort to strengthen its capability to provide all Medicare eligible individuals information, counseling and assistance on health insurance matters.

TERM OF GRANT

The grant shall terminate not later than March 31, 2011 or anytime prior if funds for this grant are no longer available, or other conditions or circumstances should cause this grant to be altered, modified, extended or terminated.

PERFORMANCE REQUIREMENTS

The State Health Insurance Assistance Program (SHIP) grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. The grant from the Centers for Medicare & Medicaid Services (CMS) helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. Although States have adopted a variety of methods to provide such services to individuals, Section 4360 of the Omnibus Budget Reconciliation Act of 1990 requires that each State program must encompass particular activities:

Objective 1 Grantee will provide personalized counseling to an increasing number and diversity of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.

Objective 2 Grantee will conduct targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.

Objective 3 Grantee will increase and enhance beneficiary access to a counselor work force that is trained, certified, and fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans, and continued enrollment assistance in prescription drug coverage.

Objective 4 Grantee will participate in CMS education and communication activities, as required by ADSS, to assure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to provide CMS with information about the support and resources that SHIPS need to provide accurate and reliable counseling services.

The grantee shall:

1. Provide counseling and assistance to eligible individuals in need of health insurance information including:
 - a. Information that may assist individuals in obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
 - b. Policy comparison information for Medicare supplemental policies (as described in section 1882(g)(1) of the Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
 - c. Information regarding long-term care insurance.
 - d. Information regarding Medicaid programs, including Medicare Savings Programs.
 - e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
 - f. Information regarding health insurance coverage options created under the Balanced Budget Act of 1997 and subsequent amendments under the Balanced Budget Refinement Act of 1999, the Benefits Improvement and Protection Act of 2000, and the Medicare Prescription Drug, Improvement and Modernization Act (DIMA) of 2003.
2. Conduct outreach programs to provide health insurance information, counseling and assistance to eligible individuals, including an emphasis on reaching vulnerable, isolated and non-English speaking seniors, and those under 65 who are disabled. In achieving these efforts, the grantee shall:
 - a. Provide counseling to a greater number of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.

- b. Create more counseling resources and locations that are locally accessible to low-income, dual eligible, and hard-to-reach beneficiaries, including rural communities.
 - c. Increase targeted outreach in order to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
 - d. Provide educational materials as necessary to assist in achieving these standards.
3. Develop systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal problems).
4. Assure full accessibility of SHIP services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIP services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
5. Establish a sufficient number of staff positions (including volunteers) necessary to provide the services of a health insurance information, counseling and assistance program.
6. Request, as necessary, federal Unique Identifiers for staff and volunteers through state SHIP office. Maintain copies of signed confidentiality agreements for individually assigned Unique IDs.
7. Assure that SHIP staff and volunteers have no conflict of interest in providing health insurance information, counseling and assistance, and agree to abide by the SHIP Security Plan and confidentiality agreements for safeguarding confidential beneficiary information.
8. Collect and disseminate timely and accurate health insurance information to staff members (including volunteers).
9. Utilize state and federal training program materials as part of the training program for staff members (including volunteers). Conduct a certification review to ensure volunteers and staff are trained in accordance with their job duties. Conduct continuing education to ensure volunteers and staff are up to date in the knowledge necessary to complete their duties.
10. Recruit and screen the volunteer and staff workforce for the program. As such, the grantee shall:
 - a. Provide formal training opportunities for SHIP coordinators and volunteers utilizing state and federal training materials, including the preparation of copies of materials.
 - b. Ensure completion of the volunteer application form and confidentiality/non-conflict of interest form for all volunteers.
 - c. Ensure that all volunteers who provide one-to-one counseling and education seminars have satisfactorily completed extended training and volunteers of all other job descriptions have satisfactorily completed basic training.
 - d. Ensure that all volunteers have satisfactorily completed their certification review upon the completion of training.
 - e. Implement quality assurance protocols within the program.
 - f. Provide up-to-date resources, information, and training libraries (either in paper or electronic) to local volunteers.
 - g. Create and support full local volunteer access to Internet-based information, training materials, counseling and enrollment tools as necessary.
 - h. Train volunteers on the use of Internet-based counseling, SHIP program tools, and Internet-based enrollment tools.
 - i. Solicit direct feed-back from counselors to determine if the training and support materials they receive are helpful in counseling activities.
 - j. Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
11. Terminate any volunteer from SHIP who has failed to meet the agreed commitments of the program, including but not limited to:
 - a. Failure to meet the terms of the confidentiality/non-conflict of interest
 - b. Failure to attend more than 2 consecutive update training.
 - c. Consistent poor feedback from quality assurance mechanisms
12. Ensure that SHIP services are publicized to Medicare beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SHIP. Make available and distribute promotional SHIP supplies and materials to increase awareness of SHIP services.
13. Sponsor at least one recognition event annually for SHIP volunteers at a minimal cost.
14. Increase SHIP participation in CMS education activities. The grantee shall:
 - a. Ensure SHIP coordinator access to training materials through registration on www.shiptalk.org.
 - b. Ensure that the SHIP coordinator posts events and activities on the AAA and/or ADSS website.
 - c. Ensure contact information for the grantee on www.shiptalk.org is accurate and current.

PROGRAM REQUIREMENTS

1. Respond to constituent requests for information and/or assistance in a timely fashion (the standard is within two (2) business days).
2. The grantee shall make available to ADSS copies of all publications, intake forms, training materials, systems, items developed and samples of any forms used by the grantee to provide these services. The grantee agrees that ADSS and the Centers for Medicare and Medicaid Services (CMS) shall have royalty-free, non exclusive and irrevocable rights to reproduce, publish or otherwise use, and authorize others to use the items for state or federal purposes.

3. All SHIP materials published by the grantee shall include the acknowledgment that "This publication has been created or produced by the Alabama SHIP with financial assistance, in whole or in part, through a grant from the Centers for Medicare and Medicaid Services, the Federal Medicare agency." The grantee is also expected to use the Alabama SHIP logo on all SHIP publications.
4. Ensure program/agency representation at SHIP coordinator meetings/trainings/conference calls.
5. Achieve a minimum of 70 percent of all performance measures established for the grantee as outlined in Exhibit I.
6. The grantee shall establish the capability to send and receive email and to access and download internet published information in the provision of SHIP services.
7. ADSS will monitor and assess programmatic records, reports and activities under this Agreement and the attached workplan to determine the effectiveness and efficiency of service delivery. ADSS and CMS or the appropriate designee shall have ready access to all reports and records relating to this agreement, subject to the maintenance of client confidentiality required by all governing entities.

NOTIFICATION REQUIREMENTS

1. The grantee is required to notify the State SHIP Director of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, changes to permissions for Unique IDs issued.

REPORTING REQUIREMENTS

The grantee shall:

1. Enter the following into SHIPMATES on a monthly basis and no later than the 10th day of the month following the end of the calendar month of service to which they apply:
 - a. Data for all Client Contacts
 - b. Data for all Public and Media Activities
 - c. Data for the Resource Report
2. Provide the SHIP Director information regarding upcoming events on a monthly basis and no later than the 10th day of the month prior to the event.
3. Complete required information for a midterm narrative report as required by CMS. The report shall include both a description of the progress made toward meeting each of the four objectives and objectives related to the performance measures as outlined in Exhibit I. The midterm progress report will cover the period from date of grant award through August 31, 2010. The report itself will be due on September 10, 2011.
4. The grantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
5. The data reported monthly must have supportive documentation for verification purposes. Documentation shall be retained for a period of three years as set forth and described in 45 C.F.R. Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
6. Financial reports shall be required in accordance with ADSS policies and procedures.

AMENDMENTS

No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Centers for Medicare and Medicaid Services. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

CONFIDENTIALITY

Grantee shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. Grantee shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this grant agreement.

TERMINATION

1. Upon a material breach by Grantee, ADSS shall immediately terminate this grant.
2. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

GRANTEE STATUS

The grantee is not an agent or employee of the State or ADSS.

DISPUTES

For any and all disputes arising under the terms of this grant, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of nonbinding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

INDEMNIFICATION

Grantee shall be liable and agrees to be liable for and shall indemnify, defend, and hold ADSS and the State and its officers, employees

and agents harmless from all claims, suits, judgments or damages, including court costs and attorney fees, arising out of or in connection with this grant due to negligent, erroneous or intentional acts or omissions of the grantee and/or any sub-grantees/contractors. Grantee shall hold the State harmless from all sub-grantees'/contractors' liabilities under the terms of this contract.

NOT TO CONSTITUTE A DEBT OF THE STATE

Under no circumstances shall any commitments by ADSS constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against ADSS with the Board of Adjustment for the State of Alabama.

AUDITS AND INSPECTIONS

At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by the grant.

PAYMENT

Grantee shall submit to ADSS a detailed invoice for compensation for the deliverable and/or work performed. Administrative or indirect costs shall not exceed ten (10) percent of the total grant award without prior written approval of ADSS. Invoices should be submitted to the ADSS Finance Department according to ADSS policies and procedures. Payments are dependent upon timely and successful completion and acceptance of described work and delivery of required documentation.

NONDISCRIMINATORY COMPLIANCE

Grantee shall comply with Title VII of the Civil Rights Act of 1964 and 1991, the Age Discrimination in Employment Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all other applicable federal and state laws, rules and regulations with respect to nondiscrimination in employment and/or sub-grants.

CONTRACT ASSURANCES

The Grantee hereby agrees to abide by the attached contract assurances.

The undersigned hereby accepts the 2010-2011 SHIP Grant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

Irene B. Collins, Commissioner

Alabama Department of Senior Services

Bettye Fine Collins, President - Jefferson County Commission

Signature of Authorized Grantee Official

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

Jul-27-2010-693

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide administration of Title V funds to pay the salaries, FICA and Workman's Compensation of approximately 37 seniors employed by the Alabama Department of Senior Services in the amount of \$382,461 (\$344,215- federal funds./\$38,246 - non-federal match).

Contract # 239-11

Jefferson County Council on Aging

Alabama Dept. of Senior Service (Regular)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 1st day of July 2010 by and between Jefferson County, Alabama, hereinafter called "the County", and, Jefferson County Council on Aging, hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2010.

WHEREAS, the County desires to contract for professional services for the Office of Senior Citizens Services, hereinafter called "the

Office", and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services under this Contract as required by the Office. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the Senior Service America, Inc. as described in the Program Component (Attachment II) of this Contract.

ATTACHMENT II
PROGRAM COMPONENT
Title V
Alabama Dept. of Senior Services

The Alabama Department of Senior Service is a program of the Jefferson County Office of Senior Citizens Services under the supervision of the Jefferson County Commission. It is funded seventy-five percent (75%) by a Title V grant from the Alabama Department of Senior Services with twenty-five percent (25%) local matching funds. The Jefferson County Office of Senior Citizens Services maintains total control and supervisory responsibilities for the Alabama Department of Senior Services.

The Agency, the Jefferson County Council on Aging, shall provide fiscal administration of the Title V funds to pay salaries, FICA and Workman's Compensation Insurance for the approximately thirty-seven (37) older individuals employed by the Alabama Department of Senior Services, Inc. Supportive Services available to Senior Workers including training, physical examination or incidental expenditures shall also be paid using Title V funds.

The administrative funds of Title V should be used for the purpose of reimbursement to ADP for services rendered and for any cost related to payroll. These funds may be used to pay for a percentage of the audit cost for the Agency as outlined in the budget. All expenditures made from the administrative funds must be approved in advance by the Executive Director of the Jefferson County Office of Senior Citizens Services. Exhibit II found in Contract #239-A shall be submitted monthly to the County along with the SA-1. Supporting documentation of expenses paid from administrative funds shall be made available to the County as requested.

(All other attachments/exhibits not included with agreement)

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective July 1, 2010 and will terminate on June 30, 2011. However, contract may be extended, at the County's option. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.

4. COMPENSATION: The Contractor shall be compensated for services as shown on Attachment I of this Contract. The total for the contract to June 30, 2010 is \$382,461.00 of which \$344,215.00 is federal funding with \$38,246.00 being non-federal. The Contractor shall submit to the Office monthly Report (Exhibit I) for completion for work performed. The Contractor shall submit a monthly (SA-1) Report of Expenditures Request for Funds (Exhibit I) unless other arrangements are made with the Office's Accounting Department.

5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. except for FICA taxes and Worker's Compensation which is part of the budget component shown on Attachment 1.

6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, or disability.

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

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

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

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

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

body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Sheila Smoot, Commissioner

Jefferson County Commission

George Graham, Executive Director

Jefferson County Council on Aging

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

Jul-27-2010-694

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide administration of Title V funds to pay the salaries, FICA and Workman's Compensation of approximately 56 seniors employed by the Senior Service America, Inc. in the amount of \$936,057 (\$827,577- federal funds./\$108,480 - non-federal match).

Contract # 240-11

Jefferson County Council on Aging

Senior Service America, Inc.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 1st day of July, 2010 by and between Jefferson County, Alabama, hereinafter called "the County", and, Jefferson County Council on Aging, hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2010.

WHEREAS, the County desires to contract for professional services for the Office of Senior Citizens Services, hereinafter called "the Office", and

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

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

1. EMPLOYMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services under this Contract as required by the Office. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the Senior Service America, Inc. as described in the Program Component (Attachment II) of this Contract.

ATTACHMENT II
PROGRAM COMPONENT
Title V
Senior Service America, Inc.

The Senior Service America, Inc. is a program of the Jefferson County Office of Senior Citizens Services under the supervision of the Jefferson County Commission. It is funded seventy-five percent (75%) by a Title V grant from the Alabama Department of Senior Services with twenty-five percent (25%) local matching funds. The Jefferson County Office of Senior Citizens Services maintains total control and supervisory responsibilities for the Senior Service America, Inc.

The Agency, the Jefferson County Council on Aging, shall provide fiscal administration of the Title V funds to pay salaries, FICA and Workman's Compensation Insurance for the approximately fifty-six (56) older individuals employed by the Senior Service America, Inc. Supportive Services available to Senior Workers including training, physical examination or incidental expenditures shall also be paid using Title V funds.

The administrative funds of Title V should be used for the purpose of reimbursement to ADP for services rendered and for any cost related to payroll. These funds may be used to pay for a percentage of the audit cost for the Agency as outlined in the budget. All expenditures made from the administrative funds must be approved in advance by the Executive Director of the Jefferson County Office of Senior Citizens Services. Exhibit II found in Contract #240-10 shall be submitted monthly to the County along with the SA-1. Supporting documentation of expenses paid from administrative funds shall be made available to the County as requested.

(All other attachments/exhibits not included with agreement)

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective July 1, 2010 and will terminate on June 30, 2011. However, contract may be extended, at the County's option. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.
4. **COMPENSATION:** The Contractor shall be compensated for services as shown on Attachment I of this Contract. The total for the contract to June 30, 2011 is \$936,057.00 of which \$827,577.00 is federal funding with \$108,480.00 being non-federal. The Contractor shall submit to the Office monthly the Employee Individual Report (Exhibit II) for completion for work performed. The Contractor shall submit a quarterly Report of Expenditures and Request for Funds (Exhibit I) unless other arrangements are made with the Office's Accounting Department.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. except for FICA taxes and Worker's Compensation which is part of the budget component shown on Attachment 1.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, or disability.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever, or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractor nor any of its officers, partners, owners agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA
Betty Fine Collins, President
Jefferson County Commission
Sheila Smoot, Commissioner
Jefferson County Commission
George Graham, Executive Director
Jefferson County Council on Aging

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

Jul-27-2010-695

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request fo compensation from Benny R. Watson, Circuit Clerk- Bessemer Division for serving as Absentee Elections Manager, for the Primary Run-Off Election held on July 13, 2010, in the amount of \$4,200 (21 days @ \$200 per day), be and hereby is approved.

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

Jul-27-2010-696

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the wrongful death claim of Attorney R. Steven Baker o/b/o Charles Gill, as Administrator Ad Litem for the Estate of Grace Graham be denied.

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

Jul-27-2010-697

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle tire damage claim of Alesia Carter be denied.

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

Jul-27-2010-698

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of AT&T in the amount of \$1,892.54 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to AT&T in the amount of \$1,892.54 and forward it to the County Attorney for disbursement.

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

Jul-27-2010-699

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Declaration of Removal of Covenants and Restrictions between Jefferson County, Alabama and the City of Pinson to terminate Restrictive Covenants 3, 4 and 5 placed on the Pinson Valley Youth Association property.

DECLARATION OF REMOVAL OF COVENANTS AND RESTRICTIONS

WHEREAS, on or about January 31, 1995, Jefferson County, Alabama conveyed certain real property described in Exhibit A hereto (referred to herein as the "Property" - on file in the Minute Clerks' office) to the Pinson Valley Youth Association (referred to herein as the "PVYA");

WHEREAS, such conveyance is identified by an instrument providing for the conveyance of the Property recorded at Book 9503,

Page 1622, as shown in the records of the Probate Judge of Jefferson County, Alabama;

WHEREAS, by such instrument, Jefferson County, Alabama imposed various restrictions and covenants on the Property, which would run with the land; and

WHEREAS, with the consent of Jefferson County, Alabama, the PVYA has since conveyed all of its interest in the Property to the City of Pinson, Alabama.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, to the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (herein referred to as COUNTY), in hand paid by the CITY OF PINSON, ALABAMA, a municipal corporation of the State of Alabama and the owner of the Property (herein referred to as CITY), the receipt of which is hereby acknowledged, the said COUNTY and CITY do by these presents, hereby agree, consent, provide, and decree that the following covenants and restrictions, which are stated and set forth as restrictions and covenants numbered three (3) through five (5) in that certain instrument providing for a conveyance of the Property from the COUNTY to the Pinson Valley Youth Association, and recorded at Book 9503, Page 1622, as shown in the records of the Probate Judge of Jefferson County, Alabama, shall be eliminated, lifted, terminated, and cancelled:

3. In the event that the Grantee hereof shall terminate or otherwise lose its exemption under the Internal Revenue Code, as an organization described in § 503(c)(3) thereof, the title shall revert to Grantor by operation of law.

4. In the event that the Grantee shall default or otherwise fail or refuse to comply with any restriction hereof and to cure or correct said default within 30 days of written notice thereof from Grantor, title shall revert to Grantor by operation of law.

5. The property conveyed hereby shall not be sold or assigned or otherwise encumbered except with the written approval of the Jefferson County Commission, as reflected by a resolution thereof.

IN WITNESS WHEREOF, the said COUNTY and CITY, by their respective duly authorized officers, have hereto set their respective signature and seal, this the day of, 2010.

JEFFERSON COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF ALABAMA
Bettye Fine Collins, President
Jefferson County Commission
CITY OF PINSON, ALABAMA, A MUNICIPAL
CORPORATION OF THE STATE OF ALABAMA
Hoyt Sanders, Mayor

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

Jul-27-2010-700

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

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

W I T N E S S E T H:

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$ 5,600 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to purchase laptop computers, printers and scanners for the Town of Kimberly Police Department.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Town of Kimberly

Craig Harris, Mayor

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

Commissioner Collins 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 with the following members present:

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

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:

Jul-27-2010-701

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-2010-007 Sanderson Realty, Inc., owner; James R. Boatright, Sr., agent. Change of zoning on Parcel ID# 28-33-4-3-13 in Section 33 Twp 18 Range 2 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision. (Case Only: 2716 Altadena Lake Circle; Birmingham, AL 35243) (ALTADENA) (0.8 Acres M/L)

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that Z-2010-007 be approved. Voting "Aye" Carns, Humphryes, Bowman, Collins and Smoot.

Z-2010-008 Heather Delane Mathis and Kenneth Ray Mathis., owners. Change of zoning on Parcel ID# 12-35-3-22-4, Lots 9 and 10, Block 12, Queenstown, in Section 35 Twp 16 Range 1 West from A-1 (Agriculture) to R-1 (Single Family) for compliance for a single family residence. (Case Only: 200 Huntsville Avenue; Trussville, AL 35173) (QUEENSTOWN) (0.4 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that Z-2010-008 be approved. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

Z-2010-010 Cynthia Barry, owner. Change of zoning on Parcel ID# 22-18-1-15-13 in Section 18 Twp 17 Range 3 West from C-1 (Commercial) to R-1 (Single Family) for compliance for a single family residence. (Case Only: 228 Lapala Drive; Birmingham, AL 35214) (FORESTDALE) (0.6 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-2010-010 be approved. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Z-2010-012 Rick & Cheryl McDowell, owners; Joseph A. Miller, III, agent. Change of zoning on Parcel ID# 12-1-1-0-3, Lot 1 Gravel Ridge in Section 1 Twp 16 Range 1 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision. (Case Only: 6635 Bedford Circle, Trussville, AL 35173) (CLAY) (1.6 Acres M/L)

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that Z-2010-012 be approved. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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 Humphryes seconded by Commissioner Smoot that Z-2010-0117 be approved subject to filing of covenants. Voting "Aye" Humphryes, Smoot, Bowman and Carns. Voting "Nay" Collins.

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

President

ATTEST

Minute Clerk