

STATE OF ALABAMA)

JEFFERSON COUNTY) June 26, 2014

The Commission convened in regular session at the Birmingham Courthouse at 1:30 p.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of June 11, 2014, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on June 25, 2014, and approved the following items to be placed on the June 26, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 9 and Addendum Item 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 46 and Addendum Item 2.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 22, excluding Items 5 and 6 and Addendum Items 5, 6 and 7.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 3.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 27, Addendum Items 1 and 3 and one additional Community Development item.

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Jun-26-2014-432

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager on behalf of the County Commission is directed to request an opinion from the Attorney General of Alabama relating to the collection and distribution of ad valorem taxes and the collection and withholding of fees, commissions and other amounts, under Act 2014-7 of the Alabama Legislature.

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

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Jun-26-2014-433

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 14-1 to establish a policy relating to the consideration of certain contracts by the Commission, be and hereby is approved.

ADMINISTRATIVE ORDER  
OF THE  
JEFFERSON COUNTY COMMISSION

14-1

PURSUANT to the authority vested in the Jefferson County Commission (the "Commission") by law, the following Administrative Order is hereby issued:

I. PURPOSE

To establish a policy relating to the consideration of certain contracts by the Commission.

II. POLICY

It shall be the policy of the Commission that the following contracts may be placed on the agenda for a meeting of the Commission with the approval of the County Manager (or in his or her absence, a Deputy County Manager) and the County Attorney's Office:

1. Contracts for services (a) provided by persons specifically excluded from the classified service under the Personnel Board Enabling Act, as amended, or (b) required by law to be performed by non-county personnel, such as independent auditors, financial advisors and debt underwriters
2. Contracts for specialized architectural or engineering services
3. Emergency repair contracts necessary for the county to comply with its EPA consent decree relating to the public sanitary sewer
4. Contracts for economic development incentives, including tax abatements, that contain no staffing components or provisions
5. Contracts for the purchase, sale, lease or rental of fixed assets, supplies, and media
6. Software licenses, maintenance and support agreements
7. Contracts for telephone or internet services
8. Contracts for the provision of employee and retiree benefits
9. Agreements with state or federal agencies that contain no staffing components or provisions
10. Grant acceptance agreements that contain no staffing components or provisions
11. Contracts to provide funding to local senior centers for nutrition provided that such contracts contain no staffing components or provisions
12. Intergovernmental cooperation agreements (like GIS and election services)
13. Legal settlements
14. Non-disclosure agreements
15. Contracts granting or purchasing rights of way, easements, and licenses for the use real property
16. Properly bid contracts for post-disaster debris removal
17. Any other contract without a staffing component

EFFECTIVE DATE

This Administrative order shall be effective at 12:01 a.m. on June 27, 2014

ORDERED at the Jefferson County Courthouse this 26<sup>th</sup> day of June, 2014.

W. D. Carrington, President

Jefferson County Commission

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

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Jun-26-2014-434

WHEREAS, certain specified positions in the employment of Jefferson County shall be employed at-will as unclassified employees; pursuant to Alabama Act 2011-70; and

WHEREAS, the Chief Information Officer/Director of Information Technology is one of these positions; and

WHEREAS, the bi-weekly salary for the position of Chief Information Officer/Director of Information Technology- Classification #094003; Grade 603- shall be set at \$6,464.80; equivalent of Grade 43, Step 9; and

WHEREAS, The Chief Information Officer/Director of Information Technology shall receive the same benefits available to employees in the classified service; and

WHEREAS, the County Manager wishes to appoint Roosevelt Butler to serve as the Interim Chief Information Officer/Director of Information Technology as an at-will appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the interim appointment of Roosevelt Butler as the at-will interim Chief Information Officer/ Director of Information Technology, effective April 4, 2014, be and hereby is approved.

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

Jun-26-2014-435

WHEREAS, certain specified positions in the employment of Jefferson County shall be employed at-will as unclassified employees; pursuant to Alabama Act 2011-70; and

WHEREAS, the Health System Administrator/Cooper Green is one of these positions; and

WHEREAS, the annual salary for the position of Health System Administrator/Cooper Green - Classification #094005; Grade 605 - shall be set at \$150,000; and

WHEREAS, the Health System Administrator/Cooper Green shall receive the same benefits available to employees in the classified services; and

WHEREAS, the County Manager wishes to appoint Roger McCullough to serve as the Interim Health System Administrator/Cooper Green as an at-will appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the interim appointment of Roger McCullough as the at-will interim Health System Administrator/Cooper Green, effective May 6, 2014, be and hereby is approved.

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

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Jun-26-2014-436

WHEREAS, Alabama Act 2011-69 authorizes the Jefferson County Manager to appoint a maximum of two at will, non-merit system Deputy County Managers to assist the County Manager in the performance of his or her duties and responsibilities; and

WHEREAS, Jefferson County Manager Tony Petelos desires to establish a Deputy County Manager - Infrastructure, as authorized under Alabama Act 2011-69; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The at will, full time position of Deputy County Manager - Infrastructure of Jefferson County is hereby established.
2. The salary for the position of Deputy County Manager - Infrastructure of Jefferson County is hereby set at \$165,000 per year.
3. The Deputy County Manager - Infrastructure of Jefferson County shall be entitled to participate in all benefit plans sponsored by the County for its full time employees.
4. The Deputy County Manager - Infrastructure shall perform the duties and responsibilities set forth in the job description of the Deputy County Manager - Infrastructure.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the establishment of the Deputy County Manager - Infrastructure is hereby approved effective immediately.

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

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Jun-26-2014-437

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Change Order No. 1 to the contract for Eastern Valley road Force Main Replacement between Jefferson County and Global Construction and Engineering, Inc. Changer Order No. 1 increases the contract amount by \$150,977.00 for a total maximum contract amount of \$322,716.00. It also increases the contract time by 60 consecutive calendar days for a total contract time of 160 calendar days. This change order is needed to allow the replacement of an additional 1,400 LF of existing 6-inch ductile iron force main with 6-inch HDPE force main to reduce the potential for breaks and the resulting SSOs and to provide for mor reliable service.

Change Order No. 1

Date of Issuance: May 2, 2014

Effective Date:

Project: Eastern Valley Road Forcemain Replacement

Owner: Jefferson County Environmental Services Department

Owner's Contract No.: E.06099.S.C

Contract: Eastern Valley Road Forcemain Replacement

Date of Contract: December 19, 2013

Contractor: Global Construction and Engineering, Inc.

Engineer's Project No.: 50039-000

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Add an additional 1,400 L.F. of 6-inch HDPE pipe at the original contract price of \$41/L.F. for a total additional cost of \$57,400.00. This additional footage is needed to replace corroded and failing ductile iron forcemain that has experienced numerous failures.
2. Add 473 C.Y. of stone for bedding and backfill as needed and as authorized at the original contract price of \$32/C.Y. for a total additional cost of \$15,136.00. This additional quantity is needed due to the additional footage of pipeline under roadways and as authorized.
3. Add 332 S.Y. of asphalt pavement repair at the original contract price of \$35/SY for a total additional cost of \$11,620.00. This additional quantity is needed to repair roadway/driveways cut for the replacement pipeline.
4. Add repair/replacement of four (4) traffic signal loops for traffic light control at the lump sum cost of \$2,750.00/Each for a total additional cost of \$11,000.00. This additional item is needed due to damage that will be caused as a result of installing the replacement pipeline.
5. Add a lump sum cost of \$20,821.00 for miscellaneous items for the following; sodding, topsoil, curb and gutter repair, saw cutting concrete median, concrete for median repair, landscaping, saw cutting asphalt/concrete at driveways/entrances, and storm drain repair/replacement. This additional item is needed to return the project site to preconstruction conditions due to damage that will be caused as a result of installing the replacement pipeline.
6. Add a \$35,000 allowance for asphalt milling, additional asphalt thickness, striping and other work that may be necessary if replacement pipeline has to be placed in the roadway due to existing underground utilities. This allowance will only be used if work is necessary and approved by ESD field inspectors.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 171,739.00

[Increase] [Decrease] from previously approved

Change Orders No. - to No. -:

\$ 0.00

Contract Price prior to this Change Order:

\$ 171,739.00

[Increase] [~~Decrease~~] of this Change Order:

\$ 150,977.00

Contract Price incorporating this Change Order:

\$ 322,716.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: \_\_\_ Working days X Calendar days

Substantial Completion (days or date): 100

Ready for final payment (days or date): 100

[Increase] [Decrease] from previously approved Change Orders

No. - to No. -:

Substantial Completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial Completion (days or date): 100

Ready for final payment (days or date): 100

[Increase] [~~Decrease~~] of this Change Order:

Substantial Completion (days or date): 60

Ready for final payment (days or date): 60

Contract Times with all approved Change Orders:

Substantial Completion (days or date): 160

Ready for final payment (days or date): 160

RECOMMENDED:

\_\_\_\_\_, Engineer

ACCEPTED:

W. D. Carrington, President

Jefferson County Commission

ACCEPTED:

\_\_\_\_\_, Contractor

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

Jun-26-2014-438

WHEREAS, Jefferson County, Alabama entered into an agreement with the Alabama Department of Transportation (ALDOT), on November 26, 2013, M. B. 165, Pages 517-520, to reimburse the County's expenses for relocation of sanitary sewers that are in conflict with ALDOT'S Vehicular/Pedestrian Bridge construction on F. L. Shuttlesworth Drive from 29<sup>th</sup> Avenue North to 32<sup>nd</sup> Avenue North in the City

of Birmingham; and

WHEREAS, the Alabama Department of Transportation (ALDOT), has issued revised preliminary roadway plans reflecting the altered alignment of the proposed roadway, and

WHEREAS, the Alabama Department of Transportation (ALDOT) requires a replacement agreement reflecting the altered alignment of the proposed roadway, and

WHEREAS, the revisions are incorporated in a replacement agreement to be executed by the Alabama Department of Transportation (ALDOT), and requires approval and execution by the Jefferson County Commission

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The Agreement of November 26, 2013, M.B. 165, Pages 517-520, between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), in the amount of \$2,112,561.00 is hereby rescinded; and
2. The corrected agreement between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), (copy attached) in the amount of \$1,258,907.00 to reimburse the County's expenses for the for relocation of sanitary sewers that are in conflict with ALDOTS Vehicular/Pedestrian Bridge construction on F. L. Shuttlesworth Drive from 29th Avenue North to 32nd Avenue North in the City of Birmingham is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES

ON PRIVATE OR PUBLIC RIGHT-OF-WAY WORK TO BE PERFORMED BY STATE CONTRACTOR

PROJECT NUMBER

Private Right-of-Way

Utilities STPBH-STPAA-7376(600)

X Public Right-of-Way

Construction STPBH-STPAA-7376(600)

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Commission, Jefferson Co., AL, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. STPBH-STPAA-7376(600) and consisting approximately of the following: Vehicle/Pedestrian Bridge on F.L. Shuttlesworth Drive from 29<sup>th</sup> Ave N to 32<sup>nd</sup> Ave N - Grade, Drain, Base, Pave, Bridge, Signal Removal - In The City Limits of Birmingham, Jefferson County; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$ 1,258,907.00
  - a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.
  - b. In the event a Consultant Engineer acceptable to the STATE is utilized by the UTILITY, the actual cost of the Engineer will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of the design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering

Phases will apply to work performed by UTILITY Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only. c. This agreement includes betterment    Yes  
X    No.

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR Part 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$1,258,907.00. The total estimated cost including betterment is \$1,258,907.00.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100.00 percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, then the STATE may recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions are applicable hereto, for both installation and maintenance of such facilities. The Utility Manual is hereby incorporated by reference herein as if fully set forth.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. The manual is hereby incorporated by reference herein as if fully set forth.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

5. Code of Federal Regulations 23 C.F.R. Part 645 is hereby incorporated by reference herein as if fully set forth, and will be followed by the UTILITY as the provisions are applicable hereto.

6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as

necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time the relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and the relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for any damages to private property, public utilities or the general public, caused by the conduct, (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

11. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

12. In the event that a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until the Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

13. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

14. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

15. In the event any Federal Funds are utilized for this work, the following certification is made: The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U. S. C. Section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. Exhibit N is attached hereto and made a part hereof.

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

WITNESS:

Division Engineer

Robert G. Lee

Utilities Engineer (Typed Name)

RECOMMENDED FOR APPROVAL:

Jefferson County Commission, Jefferson Co., AL

W. D. Carrington, President

APPROVED AS TO FORM:

Jim Ippolito, Jr. Chief Counsel,

Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper

Transportation Director

The within and foregoing Agreement is hereby approved on this     day of             , 20     .

Robert Bentley

GOVERNOR STATE OF ALABAMA

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

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Jun -26-2014-439

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Patricia Forest in the amount of Five Hundred Fifty Three and 56/100 (\$553.56) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Patricia Forest in the amount of \$553.56 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-440

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Roy J. Brown in the amount of One Thousand Seven Hundred Forty Two and 04/100 (\$1,742.04) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Roy J. Brown in the amount of \$1,742.04 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-441

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Barbara G. Smith in the amount of Two Thousand One Hundred Seventh Nine and 71/100 (\$2,179.71) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Barbara G. Smith in the amount of \$2,179.71 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-442

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of The Way of Salvation Daycare in the amount of Two Thousand Four Hundred Thirty Nine and 32/100 (\$2,439.32) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to The Way of Salvation

Daycare in the amount of \$2,439.32 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-443

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Terry Edwards in the amount of Two Thousand Nine Hundred Eighty Five and 00/100 (\$2,985.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Terry Edwards in the amount of \$2,985.00 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-444

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement and sewer backup claim of Kenshatta Brooks in the amount of Six Thousand Four Hundred Seventy Eight and 94/100 (\$6,478.94) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Kenshatta Brooks in the amount of \$6,478.94 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-445

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Cherie Greenberg in the amount of Twenty Two Thousand Nine Hundred Thirty Three and 66/100 (\$22,933.66) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Cherie Greenberg in the amount of \$22,933.66 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-446

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Gary McWhorter in the amount of Two Thousand One Hundred Thirty Two and no/100 (\$2,132.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Gary McWhorter in the amount of \$2,132.00 and forward it to the County Attorney for disbursement.

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

Jun -26-2014-447

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Schaefer Family Properties, LLC in the amount of Five Thousand Two Hundred Seventy Five and no/100 (\$5,275.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Schaefer Family Properties, LLC in the amount of \$5,275.00 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-448

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Jeffery A. Huemmer in the amount of Four Thousand Six Hundred Forty Seven and 30/100 (\$4,647.30) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Jeffery Huemmer in the amount of \$4,647.30 and forward it to the County Attorney for disbursement.

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

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Jun -26-2014-449

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the false imprisonment claim by Kenneth Brooks Young has been denied.

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

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Jun -26-2014-450

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of John Foster is hereby denied.

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

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Jun -26-2014-451

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Kenneth Battle has been denied.

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

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Jun -26-2014-452

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Tory Lambert has been denied.

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

Jun -26-2014-453

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Orris L. Lewis is hereby denied.

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

Jun-26-2014-454

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Kelley Doss to serve on the Mount Olive Fire District Board for the term expiring in June, 2019, be and hereby is approved.

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

Jun-26-2014-455

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Chris Perry to fill the unexpired term of Kathy McConnell on the Mount Olive Community Center Board of Directors for the term expiring in April of 2016, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
6/26/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	IAEI CERTIFICATION FOR EMPLOYEE-J. PHILLIPS	GEN SVCS: ADMIN	20.00	1900077891
DISTRICT 1	1000193	JEFFERSON CO TREASURER	THROTTLE CABLE FOR STIHL WEEDEATER.	GEN SVCS: ADMIN	22.80	1900077805
DISTRICT 1	1018655	SOCIAL SECURITY ADMIN	REFUND-DOROTHY SELLERS JUN 2013 TO MAR 2014	CO HOME: GENERAL ADMIN	10,308.00	1900079702
DISTRICT 1	1018655	SOCIAL SECURITY ADMIN	REFUND-LEONARD KING JUN 2013 TO MAR 2014	CO HOME: GENERAL ADMIN	8,176.00	1900079705
DISTRICT 1	1018655	SOCIAL SECURITY ADMIN	REFUND-TOM WATSON JUN 2013 TO MAR 2014	CO HOME: GENERAL ADMIN	529.00	1900079708
DISTRICT 1	1018655	SOCIAL SECURITY ADMIN	REFUND-BONNIE BENNETT JUN 2013 TO SEPT 2013	CO HOME: GENERAL ADMIN	4,280.00	1900079711
DISTRICT 1	1018655	SOCIAL SECURITY ADMIN	REFUND-JERRY GREEN JUN 2013 TO MAR 2014	CO HOME: GENERAL ADMIN	6,980.00	1900079706
DISTRICT 1	1018655	SOCIAL SECURITY ADMIN	REFUND-ANNIE JONES JUN 2013 TO MAR 2014	CO HOME: GENERAL ADMIN	4,328.00	1900079707
DISTRICT 1	1018655	SOCIAL SECURITY ADMIN	REFUND-MARGARET HAIGER JUN 2013 TO MAR 2014	CO HOME: GENERAL ADMIN	17,028.00	1900079709
DISTRICT 1	1018655	SOCIAL SECURITY ADMIN	REFUND-RUTHIE GORDON JUN 2013 TO FEB 2014	CO HOME: GENERAL ADMIN	10,420.00	1900079710
*DISTRICT 1					62,091.80	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRILL BITS, TORCH REPAIR, OIL, HEDGETRIMMER, REBAR	R&T: HWAY MAINT-KETONA	226.46	1900077937
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE RECORDING FEES PROBATE #022908 - \$14.00	R&T: RIGHT OF WAY	14.00	1900077955
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MYLAR PAPER, COFFEE MAKER, DOCUMENT FRAMES, LUMBER	R&T: HWAY MAINT-BESS	95.26	1900077951
DISTRICT 2	1000193	JEFFERSON CO TREASURER	4-FOOT APPLE IPHONE CHARGER CORD - REPLACEMENT	R&T: TRAFFIC ENGINEERING	14.99	1900077950
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TV & CORDS - HIGHWAY ENGINEERING TRAINING ROOM	R&T: HHWAY ENG & CONST	169.99	1900077963
*DISTRICT 2					520.70	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-TRAVEL REIMBURSEMENT FOR ANGELA FRAZIER	SHERIFF ENFORCE-BHAM	4.00	1900077005
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-TRAVEL REIMBURSEMENT FOR ANTHONY DOTSON	SHERIFF ENFORCE-BHAM	1.48	1900077008
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-TRAVEL REIMBURSEMENT FOR JACOB THOMAS	SHERIFF ENFORCE-BHAM	30.00	1900077004
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-TRAVEL REIMBURSEMENT FOR GWENDOLYN BRYA	SHERIFF ENFORCE-BHAM	4.00	1900077006
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-REIMBURSEMENT FOR R S WILLIAMS	SHERIFF ENFORCE-BHAM	6.48	1900077007
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-TRAVEL REIMBURSEMENT FOR ROGER MORRIS	SHERIFF ENFORCE-BHAM	2.16	1900077569
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROBATED LEVIES FOR CIVIL DIVISION	SHERIFF ENFORCE-BHAM	50.00	1900077339
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-RUBBER STAMPS, INK ROLLS FOR CIVIL	SHERIFF ENFORCE-BHAM	46.08	1900077343
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMPS,FUEL,BROOM,BANDAIDS	SHERIFF ENFORCE-BHAM	121.84	1900077380
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR ALLEN FRANKLIN	INFO TECH: TECH SER	195.30	1900077892
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MICROWAVE/WINDOW TINTING	SHERIFF ENFORCE-BHAM	149.00	1900077726
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-TITLE APPS - 75.90	REVENUE	75.90	1900077791
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE EXAMINERS 97.20	REVENUE	97.20	1900077945
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE EXAMINERS 161.19	REVENUE	161.19	1900077948
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR TAX COLLECTOR	TAX COLLECTOR-BHAM	71.34	1900077940
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE EXAMINERS 97.20	REVENUE	97.20	1900077946
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE EXAMINERS 114.62	REVENUE	114.62	1900077949
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE EXAMINERS 32.40	REVENUE	32.40	1900077947
DISTRICT 3	1001598	THE BIRMINGHAM NEWS	LEGAL AD FOR 2014 VALUATION NOTICES - 3 WEEKS	BD OF EQUAL - BHAM STAT	132.00	1900077977
*DISTRICT 3					1,392.19	
DISTRICT 4	1020562	BESSEMER FIRE DEPART	13SMA - BESSEMER HEAVY RESCUE	EMA	3,530.00	1900079451
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	13SMA - VESTAVIA HILLS MEDIUM RESCUE	EMA	590.00	1900079540
DISTRICT 4	1029504	ANTHONY E HARDRICK	SAFE ROOM REIMBURSEMENT - ANTHONY HARDRICK	EMA	3,712.50	1900079467
DISTRICT 4	1030809	TERRELL SCOTT SARTAIN	SAFE ROOM REIMBURSEMENT - SCOTT SARTAIN	EMA	4,000.00	1900079468
*DISTRICT 4					11,832.50	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	A/C THERMOSTAT	ES: CAHABA RIVER WWTP	35.87	1900077885
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C SHEET INSULATION	ES: CAHABA RIVER WWTP	15.66	1900077886
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ACETYLENE	ES: CAHABA RIVER WWTP	16.99	1900077887
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C DRIER	ES: CAHABA RIVER WWTP	45.13	1900077888
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C REFRIGERANT	ES: CAHABA RIVER WWTP	71.34	1900077889
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES FOR INF A/C UNIT	ES: CAHABA RIVER WWTP	21.80	1900077890

DISTRICT 5	1000193	JEFFERSON CO TREASURER	FACESHIELDS, CLR, TOOLS, AND FIRST AID SUPPLIES	ES: VILLAGE CREEK WWTP	452.63	1900077789
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAFETY GLASSES, CABLE TIES	ES: VILLAGE CREEK WWTP	500.00	1900077790
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RELAY,TERM BLOCK,RELAY SOCKET,V-BELTS,ALUM SHEET,O	ES: PKAGE WWTP & PUMP STA	299.31	1900077645
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOLS;CALIPER;SCREWS;REPAIR;SEAL;	ES: FIVE MILE MAINT SHOP	489.27	1900077905
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NOZZLE;AJAX;DETERGENT;TRAPS;LIGHT;DIVERT KITS;CASE	ES: VILLAGE ELEC SHOP	166.05	1900077861
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS KEYS JUGS FUSE WINDOW A/C SURGE PROTECTOR	ES: VALLEY CREEK WWTP	795.05	1900077934
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BRACKET TO MOUNT SECURITY CAMERA	ES: LEEDS WWTP	51.99	1900077956
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - MILEAGE - BRONZE LOUGHEED 6.2014	PER BD: TESTING	75.74	1900079439
DISTRICT 5	1000193	JEFFERSON CO TREASURER	STEEL BOOTS FOR MAINTENANCE WORKER	ES: CAHABA RIVER WWTP	99.99	1900079442
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRESHMENTS FOR SAMPLING CLASS	ES: CAHABA RIVER WWTP	22.05	1900079443
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRICAL SUPPLIES FOR EFF SAMPLER	ES: CAHABA RIVER WWTP	28.93	1900079444
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HAND CLEANER, CABLE	ES: VILLAGE CREEK WWTP	188.18	1900078084
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SCREWDRIVERS;FITTINGS;COUPLINGS;EXT.SOCKET;	ES: FIVE MILE MAINT SHOP	247.70	1900079450
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIGITAL CAMERA AND SD CARD	ES: SANITATION ADMIN	88.88	1900078085
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS,FITTINGS,WELDER PARTS, FIRST AID, HOSE	ES: VILLAGE MAINT SHOP	560.10	1900079332
DISTRICT 5	1004733	FREEDOM REPORTING INC	TRIAL-JOHNNY COLE V. JEFFCO COUNTY ATTORNEY	325.00	1900079487	
DISTRICT 5	1005207	CYNTHIA HOLINESS	PETTYCASH- CYNTHIA HOLINESS 06.02.14	PER BD: ADMIN	203.96	1900077954
*DISTRICT 5					4,801.62	
**					<b>80,638.81</b>	

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

Jun-26-2014-456

WHEREAS, the County is charged, by the state of Alabama, with providing vehicle tag renewal services to the residents of Jefferson County, Alabama, and wishes to provide these services in an additional location to more efficiently serve the densely populated Southern area of the County; and

WHEREAS, there is existing office space available at the Hoover Metropolitan Stadium ("Hoover Met") owned by the Park Board that would accommodate the County's tag renewal process and the Hoover Met is centrally located with convenient access from the interstate and ample free parking; and

WHEREAS, the City of Hoover also wishes to provide the convenience of tag renewal services to its residents; and

WHEREAS, in order to provide tag renewal services to ALL residents of Jefferson County, the City, Park Board and County deem it necessary to enter into a Memorandum of Understanding (MOU) and license agreement.

NOW, THEREFORE BE IT RESOLVED, that the Commission President is authorized to execute an MOU and license agreement with the City of Hoover which will include, but not be limited to the following terms:

1. The Park Board will immediately make available to the County the former ticket sales offices at the Hoover Met, located at 100 Ben Chapman Drive, Hoover, Alabama 35244 ("the Area"), at no cost to the County. The ticket sales offices are more specifically located near the current Park Board's administrative offices.
2. The County will use the Area to provide tag renewal services to all residents of Jefferson County, including Hoover residents, beginning August 1, 2014. The County will provide services to the public Monday through Friday, from 8:00 a.m. to 5:00 p.m., except for recognized national, state and local holidays, inclement weather and when mutually agreed upon between the parties. The County will cooperate with the City and Park Board to accommodate events at the Met.
3. The City of Hoover will provide all utilities (electrical, water, and sewer) as well as heating and air conditioning, restrooms, housekeeping and maintenance services for the Area, and walk-in safe, at no cost to County. County will provide its own telecommunication, data communication, computer, software, and related technology at its own expense. County agrees that it will undertake no alterations to the Area without first obtaining the prior written approval from the City and Park Board.
4. The Hoover Police Department will provide roving patrols for increased security.
5. The City, Park Board and County understand that this license agreement is temporary and that the goal of this license agreement is to provide immediate services to the public. The parties will continue due diligence to locate a more permanent facility in Hoover where expanded services may be provided to the residents of Jefferson County by the County to include all services currently provided at other County Revenue Department annexes.
6. Each party has the right to terminate the MOU by giving at least sixty (60) days prior written notice to the other parties. The MOU will terminate automatically should the County cease providing services as defined by the MOU. The effective termination date will be 12:00 a.m. (midnight) on the day following the day that the last service is provided by the County in the Area.
7. Any notice, whenever required or permitted under the provisions of the MOU, shall be in writing and sent by a nationally recognized overnight mail carrier, hand delivered, or mailed by U.S. Mail, via first class mail with prepaid postage to the persons specified in the MOU.

Such notice shall be deemed to have been given when received or, if given by U.S. Mail, within three days after the deposit of such notice in the U.S. Mail, via first class mail, postage prepaid.

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

Jun-26-2014-457

WHEREAS, the Jefferson County Commission desires to continuously encourage, promote and recognize local government cooperation which improves the lives of its citizens; and

WHEREAS, Jefferson County was in dire need of a new Motor Vehicle Registration System but faced significant financial challenges during its municipal bankruptcy; and

WHEREAS, the Tuscaloosa County Commission stepped forward in a spirit of local government cooperation to generously provide Jefferson County with a grant of license for Motor Vehicle Registration System along with valuable technical guidance, training assistance and implementation assistance to ensure a successful conversion; and

WHEREAS, the Jefferson County Commission desires to recognize the demonstrated local government cooperation exhibited by the Tuscaloosa County Commission.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission gratefully acknowledges and recognizes the local government cooperation demonstrated by the Tuscaloosa County Commission and exemplified by its leadership, in particular, W. Hardy McCollum, Chair, Tuscaloosa County Commission; Melvin Vines, Tuscaloosa County Administrator, James Tullidge, Director of Information Technology and Jeff Brown, License Commissioner, along with the entire Tuscaloosa County License Department staff in their efforts to improve the quality of life for all Jefferson County residents.

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

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Jun-26-2014-458

WHEREAS, the State of Alabama Department of Archives and History ensures compliance with regulations governing the storage of public documents; and

WHEREAS, the Purchasing Division of the Jefferson County Finance Department is required to store documents for a specified number of years depending on the type of document; and

WHEREAS, the Purchasing Division wishes to dispose of 917 boxes that have been in storage for a time exceeding this requirement; and

WHEREAS, a "Local Government Records Destruction Notice" is required to be executed prior to this disposition taking place; and

WHEREAS, the Purchasing Division certifies that the records to be destroyed are correctly represented on the Local Government Records Destruction Notice, that they are eligible for destruction according to a records disposition authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission wishes to execute the Local Government Records Destruction Notice as required.

BE IT FURTHER RESOLVED that the Commission President is authorized to sign as the Authorizing Official.

LOCAL GOVERNMENT RECORDS DESTRUCTION NOTICE

DATE: 04/13

To document the legal destruction of records in your agency's records disposition authority (RDA), send this form to the ADAH Government Services Division. Records not covered by an approved RDA, or records created prior to 1900, may not be legally destroyed. If you would like ADAH to review your notice before the records are destroyed, please submit it 10 days before the scheduled destruction date. Your office should retain a copy. If you have questions, contact the ADAH Government Services Division at (334)242-4452.

Please type or print clearly. See instructions on back.

Local Government: JEFFERSON COUNTY COMMISSION

Department: FINANCE PURCHASING DIVISION

Program Unit \_\_\_\_\_

SEND ORIGINAL FORM TO:

DEPARTMENT OF ARCHIVES AND HISTORY

ATTENTION: LOCAL RECORDS SECTION

P.O. BOX 300100

MONTGOMERY, ALABAMA 36130-0100



the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

#### SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open bids on behalf of the other participating governments at the time and in the manner provided by law.

#### SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

#### SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

#### SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

#### SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

#### SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

#### SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

#### SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

#### SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the abovementioned assessment.

#### SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the

development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and other counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

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

PELHAM CITY SCHOOLS  
Tim Alford, Interim Superintendent

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

Jun-26-2014-460

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

For Week of 06/03/14 - 06/09/14

1. GENERAL SERVICES, ROADS AND TRANSPORTATION FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR WORK UNIFORMS FOR THE PERIOD OF 6/26/14 - 6/25/14. REFERENCE BID # 91-14R
2. SHERIFF'S DEPARTMENT: BIRMINGHAM AND BESSEMER JAIL AND PACA MEMBERS FROM UNIFORMS MANUFACTURING INCORPORATED, SCOTTSDALE, AZ, TO AWARD CONTRACT FOR CANVAS TENNIS SHOES FOR INMATES ON AN AS NEEDED BASIS FOR THE PERIOD OF 6/26/14 - 6/25/15. REFERENCE BID # 96-14
3. SHERIFF'S DEPARTMENT FROM COBAN TECHNOLOGIES INCORPORATED, HOUSTON, TX, TO AWARD BID FOR IN-CAR VIDEO SYSTEM. SAP PURCHASE ORDER # 20000780067 \$26,225.00 TOTAL  
REFERENCE BID # 114-14
4. ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM WALKER MACHINE TOOL SOLUTION INCOPORATED, BIRMINGHAM, AL, PURCHASE ORDER FOR REPAIRS AND MATERIAL FOR WEAR RINGS.  
SAP PURCHASE ORDER # 2000079567 \$12,425.00 TOTAL
5. ROADS AND TRANSPORTATION FROM ADVANCED ASPHALT PRODUCTS LLC, JASPER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO CONTINUE PURCHASE OF COLD MIX ON AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075318  
CHANGE ORDER \$ 1,160.97 REFERENCE BID # 67-13 PURCHASE ORDER \$11,160.96 TOTAL
6. PERSONNEL BOARD FROM JOHN WILEY AND SONS INCORPORATED, INDIANAPOLIS, IN, CHANGE ORDER TO ADD FUNDS TO COVER FREIGHT ON INVOICE NO. 7989531 DATED 5/13/2014. SAP PURCHASE ORDER # 2000079200  
CHANGE ORDER \$ 32.76 PURCHASE ORDER \$6,707.76 TOTAL

For Week of 6/10/14 - 6/16/14

1. CORONER'S OFFICE AND PACA MEMBERS FROM CENTRAL PAPER COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR CORONER APRONS TO BE ORDERED ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/10/14 - 7/09/15. REFERENCE BID # 100-14
2. JEFFERSON COUNTY JAIL AND YOUTH DETENTION FROM SHOE CORPORATION OF BIRMINGHAM INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR SHOWER SHOES TO BE ORDERED ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/10/14 - 7/09/15. REFERENCE BI D # 115-14
3. COOPER GREEN MERCY HEALTH SERVICES, JEFFERSON COUNTY SHERIFF'S DEPARTMENT, YOUTH DETENTION AND PACA MEMBERS FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, TO AWARD CONTRACT FOR BAGS, PAPER AND PLASTIC TO BE ORDERED ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/11/14-7/10/15.  
REFERENCE BID 117-14
4. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM DASHER TECHNOLOGIES, BIRMINGHAM, AL, TO RENEW CONTRACT FOR SERVER FOR THE PERIOD OF 5/16/14 - 5/15/15.

REFERENCE BID # 83-13

5. ACKNOWLEDGED FOR THE SHERIFF'S DEPARTMENT FROM NEW WORLD, TROY, MI, FOR SOFTWARE MAINTENANCE & TRAVEL EXPENSES. SAP PURCHASE ORDER # 2000080208 \$5,266.43 TOTAL
6. ROADS AND TRANSPORTATION: KETONA FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF ASPHALT (PLANT MIX) TO BE ORDERED AS NEEDED FOR THE PERIOD OF 10/01/13 - 9/30/14.  
SAP PURCHASE ORDER # 2000076075 CHANGE ORDER \$250,000.00 REFERENCE BID # 67-13  
PURCHASE ORDER \$750,000.00 TOTAL
7. ENVIRONMENTAL SERVICES: VILLAGE LINE MAINTENANCE FROM P & H SUPPLY COMPANY INCORPORATED, WARRENTON, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR POWERDRIVE RODER.  
SAP PURCHASE ORDER # 20000778707 CHANGE ORDER \$ 160.00 PURCHASE ORDER \$7,180.00 TOTAL

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

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Jun-26-2014-461

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 6/3/14 - 6/9/14 AND 6/10/14 - 6/16/14, BE AND THE SAME HEREBY IS APPROVED.

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

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Jun-26-2014-462

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports filed by the Purchasing Division for the week of 6/3/14 - 6/9/14 and 6/10/14 - 6/16/14, be and hereby is approved.

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

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Jun-26-2014-463

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date May 26, 2014.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Karen Murrell, Sandra Houston, Nell Clay, Patricia LaRue Denise Gregg,  
Gwennette Green, Rosie Moore, Monica Evans, Letitia Taylor, Charlotte Schuffert,  
Debra Sellers, Lakeasha Taylor, Veronica Bass, Margie James and Wendy Nilsen  
State Funds  
Intro To Property Tax Administration  
Hoover, AL – September 10-12, 2014

\$3,000.00

Revenue	
Charles Bell	\$110.00
Lisa McGough	\$110.00
CRE Program	
Hoover, AL – August 1, 2014	
Roads and Transportation	
Kelly Watson	\$1,393.23
Paul Turner	\$1,486.47
Denise Shelton	\$1,486.47
Standards of Practice for the Right of Way Professional	
Gulf Shores, AL – July 23-26, 2014	
Individual Staff Development	
Emergency Management Agency	
Jody Hodge	\$904.49
Emergency Management in Higher Education	
Washington, DC – June 4-6, 2014	
Environmental Services	
Daniel White	\$1,966.39
Water Environment Federation Technical Exhibition	
New Orleans, LA – September 28 – October 1, 2014	
Revenue	
Lisa McGough	\$110.00
CRE Program	
July 11, 2014	
Bruce Thompson	\$2,492.00
Tax Audit	
Marlboro, MA – July 19-27, 2014	
For Information Only	
Sheriff Office	
William Schuelly	\$1,123.50
Rickey Lindley	\$1,123.50
Timothy Sanford	\$1,123.50
Motor Vehicle Criminal Interdiction	
Grand Rapids, MI – August 10-15, 2014	
Brandon Gray	\$2,350.00
Intelligence Analyst Training Program	
Glynco, GA – July 13-25, 2014	

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Staff Development be approved. Voting “Aye” Stephens, Brown, Bowman, Carrington and Knight.

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BUDGET TRANSACTIONS

1. General Services    \$41,403  
Add Purchasing Memorandum to purchase a 50 ton AHU with condenser.
  
2. Personnel Board    \$0                      For information only  
Change the pay grade on three (3) Application Developers from Grade 30 to 31. The change was approved by the Personnel Board effective May 5, 2014
  
3. Personnel Board    \$0                      For information only  
Change the pay grade and/or title on the following positions: employee Relations Advisor from Grade 24 to 26, Employee Relations Team Leader to an Employee Relations Manager and change from Grade 28 to 31. The changes were approved by the Personnel Board effective July 7, 2014.

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

Jun-26-2014-464

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 4 to the Agreement between Jefferson County, Alabama and Unisoft International, Inc., d/b/a Software and Management Associates to provide software license and maintenance support for the OpCon-XPS Job Scheduler for the period September 1, 2014 - August 31, 2015 in the amount of \$70,955.

CONTRACT NO. ON00003013

Contract Amendment No. 4

This Amendment to Contract entered into this 5<sup>th</sup> day of June, 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Unisoft International Inc., d/b/a SMA, hereinafter referred to as the "Contractor" to provide Software License and Maintenance Support for OpCon-XPS Job Scheduler.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by The Commission on August 23, 2011, recorded in MB 162, page(s) 155-160; Amendment I approved February 8, 2011; Amendment II approved September 11, 2012, Amendment III approved 5/30/13 and is hereby amended as follows:

SUPPORT CHARGES

To incorporate Unisoft International, Inc., d/b/a Software and Management Associates quote dated March 6, 2014, in the amount of \$70,955.00.

NON-DISCRIMINATION POLICY

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Unisoft International, Inc., d/b/a Software Management Associates

\_\_\_\_\_, Authorized Signature

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

Jun-26-2014-465

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Pomeroy, Inc. to provide EMC Centera Archive Storage System maintenance for the period May 1, 2014 - April 30, 2015 in the amount of \$10,860.

CONTRACT NO: CON-00006258

THIS AGREEMENT entered into this 11<sup>h</sup> day of July, 2014, by and between Jefferson County Alabama, hereinafter called "the County", and Pomeroy, Inc. called "the Contractor", located at 1020 Petersburg Road, Hebron, KY 41048. The effective date of this agreement shall be July 1, 2014.

WHEREAS, the County desires to contract for EMC Centera Maintenance Support for the Jefferson County Commission, hereinafter called "the County"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to

perform the services hereinafter set forth.

2. SCOPE OF SERVICES: This Agreement results from BID # 97-14 EMC Centera Archive Storage System Maintenance.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract dates are May 01, 2014 - April 30, 2015.

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

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

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

7. COMPENSATION: The contractor shall be compensated a sum in the amount of \$10,860.00.

8. PAYMENT TERMS: Net 30

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

10. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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 Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

19. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

20. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County ail 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

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

POMEROY, INC.

\_\_\_\_\_, Authorized Representative

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

\_\_\_\_\_  
Jun-26-2014-466

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and New World Systems to provide services for to complete a server migration that moves the Aegis application suite to a new set of Microsoft Window servers utilizing the Windows 2008 (R1) Server Operating System and SQL Server in the amount of \$16,500

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

GMS APPLICATION NUMBER 2014-H2835-AL-DJ

WHEREAS, the Jefferson County Sheriff's Office seeks to participate in the Edward Byrne Memorial Justice Assistance Grant in the amount of \$102,706.00; and

WHEREAS, no matching or additional funds are required; and

WHEREAS, participation in this grant includes entering into a Memorandum of Understanding with the City of Birmingham Police Department.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission approves application by the Sheriff's Office for these federal grant funds.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the Memorandum of Understanding representing mutual agreement between the Sheriff's Office and Birmingham Police Department as to dispersal and administration of these funds.

GMS APPLICATION NUMBER 2014-H2835-AL-DJ

INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
BIRMINGHAM, ALABAMA AND JEFFERSON COUNTY, ALABAMA

FOR ADMINISTRATION OF 2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the day of , 2014, by and between JEFFERSON COUNTY, ALABAMA, acting by and through its governing body, the County Commission (hereinafter referred to as the "COUNTY"), and the CITY OF BIRMINGHAM, ALABAMA, acting by and through its governing body, the City Council (hereinafter referred to as the "CITY").

WHEREAS, Act No. 1968-916, Acts of Alabama (the "Act") authorizes certain county governing bodies and all municipalities in those counties to make the most efficient use of their respective powers by cooperating with each other on matters of common advantage to provide services and facilities in a manner that promotes the needs and development of such counties in accord with area geographic, economic, population, and other considerations; and

WHEREAS, the Act authorizes the CITY and the COUNTY to enter agreements that contemplate joint or cooperative action; and

WHEREAS, the U.S. Department of Justice Bureau of Justice Assistance (the "Bureau") has determined that an award in the total amount of Three Hundred Eight Thousand Seven Hundred Thirty and No/100 Dollars (\$308,730.00) may be available, upon the satisfaction of certain conditions, to the CITY and the COUNTY through the Byrne Justice Assistance Grant Program for 2014 ("2014 Grant"); and

WHEREAS, the City's share of the available 2014 Grant is Two Hundred Six Thousand Twenty-Four and No/100 Dollars (\$206,024.00), and the remaining amount of One Hundred Two Thousand Seven Hundred Six and No/100 Dollars (\$102,706.00) of the 2014 Grant is allocable to the County for use by the Jefferson County Sheriffs Office; and

WHEREAS, pursuant to the 2014 Grant guidelines, the proceeds of the 2014 Grant are to be allocated between the CITY and the COUNTY and are to be used in the manner set forth in this Agreement; and

WHEREAS, the Bureau requires that the 2014 Grant to the CITY and the COUNTY be administered by one entity; and

WHEREAS, the parties desire to cooperate in making application for the 2014 Grant and to have the CITY administer the 2014 Grant program by distributing funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance; and

WHEREAS, it is in the best interests of the public and the parties to enter into this Interlocal Agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1 - Administration

The Police Chief for the CITY has selected Barbara Harris, as the CITY's administrator for the 2014 Justice Assistance Grant (hereafter the "Grant Administrator"). The CITY and the COUNTY agree that the Grant Administrator (or such other person as may be designated by the CITY's Police Chief) will serve as administrator to perform the following services related to the 2014 Grant.

1. The Grant Administrator will coordinate with the COUNTY to collect information, prepare, and submit materials to the Bureau for an area-wide application;
2. The Grant Administrator will monitor the progress of the application, and assist the County with responding to any requests for additional information or inquiries by the Bureau concerning the application; and
3. The CITY and COUNTY agree that the CITY, functioning through the Grant Administrator, will (a) receive, maintain, and serve as the fiscal manager of those funds; (b) distribute those funds as allocated in Section 3 below; and (c) coordinate with the COUNTY to collect appropriate information, prepare, and submit reports to the Bureau (including the Quarterly Progress Report described in Section 2) concerning performance of program activities, program assessment data and compliance with guidelines for the use of the 2014 Grant funds.

## Section 2 - Rights, Representations and Responsibilities of Parties

The CITY and COUNTY agree, warrant and represent as follows with respect to the 2014 Grant:

1. Upon reasonable request of the Grant Administrator, the COUNTY will furnish her sufficient information, reports and data as necessary to apply, monitor, prepare reports for the Bureau or otherwise administer that Grant;
2. The COUNTY will comply with all guidelines issued by the Bureau concerning its use (including, without limitation, using their respective allocations for the purposes specified herein);
3. If the Bureau requests an audit or financial examination concerning the use of funds, the COUNTY, upon reasonable notice, will furnish the Grant Administrator all its accounting records or other information indicating the timing, amount, purpose, and nature of the disbursement of funds;
4. To comply with Program Guidelines, the COUNTY must submit quarterly reports on the progress and impact of the 2014 Grant concerning the respective project(s) for which funds are used and requests for reimbursement (herein the "Quarterly Progress Report"). To provide ample time for the Grant Administrator to prepare a consolidated report the COUNTY agrees that, within 10 days before the end of each calendar quarter, it will furnish the Grant Administrator its entity's Quarterly Report concerning the projects for which grant funds are used. The Quarterly Progress Report will contain the following information as it relates to a Party's respective project(s) and activities:
  - a. An itemized list of projected expenses and obligations for the quarter and projected for the next quarter;
  - b. The total amount of funds received;
  - c. The amount of funds expended or obligated to projects or activities; and
  - d. A detailed list of all projects and activities requiring funds to be expended or obligated should include the following:
    - i. the name of the project or activity; ii. a description of the project or activity; iii. an evaluation of the completion status of the project or activity; iv. annual programmatic reports and quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary; v. for infrastructure investment made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and vi. If any sub-contracts or sub-grants awarded by the recipient, include detailed information and data elements required to comply with the Funding and Accountability and Transparency Act of 2006 (Public Law 109-282), to report award information on any first-tier sub-award totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier sub-recipients.
  - e. The COUNTY shall submit to the CITY a written notice of request for payment, in form reasonably acceptable to the CITY. Such notice shall be accompanied by appropriate invoices, cancelled checks, and other documentation reasonably requested by the CITY to demonstrate the completion and the cost of any work. If requested by the CITY, the COUNTY shall provide the CITY reasonable access to appropriate books, documents, records and other data related to the use of the 2014 Grant funds for the purpose of verifying any costs and expenses associated therewith. The CITY shall not be obligated to make any payment to the COUNTY unless all information requested by the CITY pursuant to this Section is provided to or made available for inspection by the CITY.
  - f. The COUNTY will maintain sufficient records to document its use and expenditure of the funds paid by the CITY hereunder. The CITY may, at reasonable times and places, audit the books and records of the COUNTY related to the 2014 Grant funds. All pertinent books, accounts, or other records accumulated by the COUNTY pursuant to this Agreement and related to the 2014 Grant must be accessible to representatives of the CITY and shall be retained for three (3) years from the termination of this Agreement or the expiration of the Agreement. If any audit, claim or litigation is begun concerning this Agreement before the expiration of the three (3) year period, the COUNTY shall retain the records until the resolution of all litigation, claims, or audits involving such records. The CITY's right to audit pursuant to this Section shall survive the termination or expiration of this Agreement.
5. Each representative executing below acknowledges that (a) he and other appropriate signatory officials have read and understand its provisions, and (b) he is authorized to execute this instrument and bind his respective entity to perform the responsibilities and duties herein.
6. Each party acknowledges that its failure to perform its obligations in this Section 2 or elsewhere in this Agreement could result in the Bureau directing that recipients of the 2014 Grant forfeit the award of funds otherwise payable.
7. Each party shall have the right to terminate this Agreement for convenience by giving seven (7) days notice to the other party and this Agreement shall be terminated and neither party shall have any further or other rights or obligations hereunder.
8. If the COUNTY materially fails to comply with any term of this Agreement, this Agreement may be terminated by the CITY.

## Section 3 - Allocations of Grant and Uses of Award

If the 2014 Grant is awarded, the CITY and the COUNTY agree that the funds shall be allocated and used as follows:

This Agreement shall be effective upon the date that it is signed by the last party to sign and shall remain in effect until September 30, 2016.

The CITY shall retain \$206,024.00 of the total award and use those funds for its Law Enforcement Program.

The CITY will distribute \$102,706.00 of the total award to the COUNTY, which represents and agrees that it will use those funds for the Jefferson County Sheriff's Office Law Enforcement Program.

Upon the termination or expiration of this Agreement any personal property purchased with 2014 Grant funds shall remain the property of the party for which said property was acquired.

Section 4 -- Miscellaneous Provisions

1. The COUNTY acknowledges and agrees that the City of Birmingham, as a matter of public policy, encourages minority- and women-owned business participation to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

2. Immigration Act Compliance.

(a) The parties represent and warrant that they do not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, the parties shall participate in the E-Verify program as required under the terms of the Act.

(b) The parties agree to comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing work for the parties that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The parties represent and warrant that the parties shall not hire, retain or contract with any contractor to work on the Project which the parties know is not in compliance with the Act.

(c) By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

(d) Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

3. Relationship of Parties. This is an agreement between independent parties. No provision herein is intended to create any partnership, joint venture or principal-agent relationship between the parties, or grant either party any right, liability, control or authority over the operations, finances, or affairs of the other party.

4. No Third Party Beneficiaries. The rights and benefits in this Agreement are granted and extend only to the parties. No provision herein is intended, nor shall any be construed, to inure, grant, or bestow any benefit, right or privilege to the third party.

5. Compliance with Laws. The parties shall comply, and shall cause their officers, agents, employees and contractors to comply, with all applicable federal, state and local statutes, regulations, rules, ordinances and other laws, including, but not limited to, the Americans with Disabilities Act, which are applicable to the administration of the 2014 Grant.

6. Entire Agreement. This Agreement sets forth the entire understanding of the parties concerning the matters set forth herein. By entering into this agreement, the parties do not intend to create any other obligations, express or implied.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date shown below each of their respective signatures.

ATTEST:

City Clerk

Attest

CITY OF BIRMINGHAM, ALABAMA - A Municipal Corporation

William A Bell, Sr., Mayor

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

APPROVED AS TO FORM:

Assistant City Attorney

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

\_\_\_\_\_  
Jun-26-2014-468

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the Insolvents, Errors and Taxes in Litigation for 2013 and Uncollected Insolvents and Taxes in Litigation from Previous Years report from the Tax Collector's Office.

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2013 AND  
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEARS)

THE STATE OF ALABAMA

JEFFERSON County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 26<sup>th</sup> day of JUNE, 2014. J . T . SMALLWOOD, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2013 , as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes – General	\$ 161,479.75
– Soldier	\$ 64,591.90
– School	\$ 195,358.92
Errors in Assessments: State Taxes – General	\$ 768,785.10
– Soldier	\$ 307,514.04
– School	\$ 926,150.52
Taxes in Litigation: State Taxes – General	\$ 15,183.05
– Soldier	\$ 6,073.22
– School	\$ 18,219.66

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2012 , as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes – General	\$ 97,265.73
– Soldier	\$ 38,906.22
– School	\$117,807.53

And said Collector is also allowed credit for the following taxes in litigation for the previous years) which he has been unable to collect as follows:

	General	Soldier	School
2011	\$ 93,927.83	\$ 37,571.11	\$ 113,765.07
2010	\$ 8,412.13	\$ 3,364.87	\$ 10,094.61
2009	\$ 8,088.63	\$ 3,235.45	\$ 9,706.35

Given under my hand this 26<sup>th</sup> day of JUNE, 2013

W. D. Carrington, Presiding Officer

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2008	\$ 12,086.37	\$ 4,834.49	\$ 14,503.46
2007	\$ 502.40	\$ 200.96	\$ 602.88
2006	\$ 3,126.06	\$ 1,250.42	\$ 3,751.27
2005	\$ 815.66	\$ 326.26	\$ 978.80
2002	\$ 1,234.16	\$ 493.66	\$ 1,481.00
1996	\$ 90.50	\$ 36.21	\$ 108.58
1995	\$ 790.65	\$ 316.25	\$ 948.76
1994	\$ 82.89	\$ 33.16	\$ 99.45
1990	\$ 2,020.83	\$ 808.17	\$ 2,424.80
1988	\$ 689.15	\$ 275.67	\$ 826.98
1987	\$ 8.78	\$ 3.52	\$ 10.55

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

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Jun-26-2014-469

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to

the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and James C. Lasker, M.D. to extend Hematology/Oncology services to May 30, 2014 in an amount not to exceed \$38,250.

Contract ID: CON-00004869

James C. Lasker, MD

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and James C. Lasker, MD, hereinafter referred to as "Hematology-Oncology Provider," is hereby effective on February 1, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 1, 2013, and recorded in Minute Book 164; Page(s) 455-460, is hereby amended as follows:

- Extend the completed date of this contract from February 1, 2014 to May 31, 2014.
- Compensation shall not exceed \$38,250.
- Note that Exhibit A has changed.
- Section 3.1.1 Insurance shall be amended to state in its entirety "County agrees to reimburse provider \$1,079 for year one,

and

\$875.00 for year 2 of medical malpractice liability insurance, with minimum limits of liability of One Million Dollars per incident and Three Million Dollars in the aggregate, upon delivery of a certificate of insurance. Said medical malpractice liability coverage should be exclusive to the provider's support of the County's Hematology Oncology services."

- 3.1.4 Time Records. Physician performing services hereunder agrees to record promptly and maintain all such information regarding his/her services as is reasonably required by County to review services rendered hereunder. Physician shall submit to County on or before fifth (5<sup>th</sup>) day of each month documentation of hours worked during the immediately preceding month performing his/her duties hereunder. (Exhibit 131, B2 and C)

- 5.18 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, religion, sex, national origin, age, veteran status or disability

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

JEFFERSON COUNTY, ALABAMA

PROVIDER

W. D. Carrington, President

James C. Lasker, M.D.

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

Jun-26-2014-470

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Seabe Staton, Jr., d/b/a Staton and Associates Consultant Services, Inc. to provide the services of a qualified Electroencephographic Technologist for the period January 1, 2014 - September 30, 2014 in the amount of \$6,000.

CON# 3499

Seabe Staton d/b/a SACS

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called the County) d/b/a Cooper Green Mercy Health Services and Seabe Staton, Jr. d/b/a Staton and Associates Consultant Services, Inc., (hereinafter called Independent Contractor for SACS).

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 27, 2014 at M.B. 166, Pg.110-111 and extended through December 31, 2013 is hereby amended as follows:

- This contract will be effective January 1, 2014 - December 31, 2014.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

CONTRACTOR

W. D. CARRINGTON, President

Seabe Staton, Jr., President, SACS

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

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Jun-26-2014-471

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Geoffrey S. Connors, M.D. to provide orthopedic surgeon services to May 30, 2015 in the amount of \$138,714.

Contract ID: CON-00005187

Geoffrey S. Connor, MD

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Geoffrey S. Connor MD, hereinafter referred to as "Orthopedic Surgeon," is hereby effective on May 30, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract

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

The contract between the parties which was approved by the Jefferson County Commission on June 27, 2013, and recorded in Minute Book 165; Page(s) 59-64, is hereby amended as follows:

- Extend the completed date of this contract from May 30, 2014 to May 30, 2015.
- County shall pay to Physician for the services rendered pursuant to this Agreement the amount of \$333.45 per hour.

Compensation shall not exceed \$138,714.00.

- 3.1 Note that Exhibit A has changed.

- 3.1.2 Professional Liability Insurance. During the term of this Agreement, Physician agrees to maintain medical malpractice insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Physician agrees to provide to County a certificate of insurance and comply with County risk management policies.

- 3.1.4 Time Records. Physician performing services hereunder agrees to record promptly and maintain all such information regarding his/her services as is reasonably required by County to review services rendered hereunder. Physician shall submit to County on or before fifth (5<sup>th</sup> day of each month documentation of hours worked during the immediately preceding month performing his/her duties hereunder. (Exhibit B1, B2 and C)

- 5.18 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, religion, sex, national origin, age, veteran status or disability

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

JEFFERSON COUNTY, ALABAMA

PROVIDER

W. D. CARRINGTON, President

Geoffrey S Connor, M. D.

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

Jun-26-2014-472

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Troy F. Kilpatrick, M.D. to provide primary care services to June 26, 2015 in the amount of \$80,000.

Contract ID: CON-00005241

Troy F. Kilpatrick, MD

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Troy F. Kilpatrick, MD , hereinafter referred to as "Primary Care Physician," is hereby effective on June 27, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract

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

The contract between the parties which was approved by the Jefferson County Commission on June 27, 2013, and recorded in Minute Book 165; Page(s)132-137, is hereby amended as follows:

- Extend the completed date of this contract from June 27, 2014 to June 26, 2015.
- County shall pay to Physician for the services rendered pursuant to this Agreement the amount of \$100 per hour. Compensation shall not exceed \$80,000.00.
- Section 3.1.1 Insurance shall be amended to state in its entirety "County agrees to reimburse provider \$4,384 for medical malpractice liability insurance, with minimum limits of liability of One Million Dollars per incident and Three Million Dollars in the aggregate, upon delivery of a certificate of insurance. Said medical malpractice liability coverage should be exclusive to the provider's support of the County's Primary Care services."
- 3.1 Note that Exhibit A has changed.
- 3.1.4 Time Records. Physician performing services hereunder agrees to record promptly and maintain all such information regarding his/her services as is reasonably required by County to review services rendered hereunder. Physician shall submit to County on or before fifth (5<sup>th</sup>) day of each month documentation of hours worked during the immediately preceding month performing his/her duties hereunder, (Exhibit B1, B2 and C).
- 5.18 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, religion, sex, national origin, age, veteran status or disability

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

PROVIDER

Troy F. Kilpatrick, M.D.

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

Jun-26-2014-473

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Robert C. Cain, M.D. to provide internal medicine services in the primary care clinic for the period June 27, 2014 - June 26, 2015 in the amount of \$124,000.

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

Jun-26-2014-474

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement

between Jefferson County, Alabama and SunCoast Restoration & Waterproofing, LLC for renovation and repair to the Birmingham Courthouse's main parking deck in the amount of \$595,897.

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

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Jun-26-2014-475

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Syms Contractors, Inc. for replacement of the metal roof at the Keton Sign Shop in the amount of \$56,629.

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

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Jun-26-2014-476

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Stephen Ward & Associates, Inc. to provide site review, assessment, design and development of construction documents for the advertisement, bidding, contract administration and work monitoring for roof repairs caused by the April 28<sup>th</sup> storms at the Bessemer Justice Center and Bessemer Jail in the amount of \$3,600.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this June 1, 2014, by and between Jefferson County Commission, hereinafter called "the County, and Stephen Ward & Associates, Inc. located at 300 Office Park Drive, Suite 120, Birmingham Alabama 35223, hereinafter called "the Consultant."

WHEREAS, the County desires to contract for Roofing Consulting services for the Projects listed in "Scope of Services".

WHEREAS, the Consultant desires to furnish said services to the Jefferson County General Services Department;

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

ENGAGEMENT OF CONSULTANT: The County hereto agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

SCOPE OF SERVICES: Provide Site Review, Assessment, Design and Development of Construction Documents (Drawings and Specifications) for the Advertisement, Bidding, Contract administration and Work monitoring for Roof repairs caused by storms occurring on 4/28/2014 at the two listed locations.

1: Bessemer Justice Center, as described in Attachment "A".

2: Bessemer Jail, as described in Attachment "B". (Attachments on file in the Minute Clerk's Office)

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is thru completion of the Work or 24 months whichever is first, beginning June 1, 2014 through May 31, 2016.

COMPENSATION: Stipulated Lump Sum Fees as follows;

Project 1; Bessemer Justice Center Roof	\$2,750.00
Project 2; Bessemer Jail Roof	\$850.00
TOTAL FEE:	\$3,600.00

REIMBURSABLES: Reimbursable Expenses are included in the above stated Lump Sum Fee except for the cost of Advertising, the Owner will pay advertisement cost as an addition expense.

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:

Consultant: Stephen Ward & Associates, Inc.  
Stephen Ward-President  
300 Office Park Drive, Suite 120

Mountain Brook, Alabama 35223  
Copy to: Jefferson County General Services  
Jeffrey S. Smith-Director  
716 Richard Arrington Jr. Blvd. North  
Room 1  
Birmingham, AL 35203

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

Consultant Jefferson County, Alabama  
Stephen Ward, President W.D. Carrington, President

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

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Jun-26-2014-477

WHEREAS, on June 20, 2014 a problem developed with the Chiller at Cooper Green Mercy Health Services; and

WHEREAS, this resulted in great inconvenience to the public and employees; and

WHEREAS, the Jefferson County Organizational Resolution amended July 25, 2013 authorizes the County Manager (or the County's Chief Financial Officer in the absence of the County Manager) to initiate emergency purchases without prior approval of the County Commission provided that:

(1) The dollar amount of any such purchase is such that the purchase is not subject to either Chapter 2 of Title 39 or Chapter 16, Article 3 of Title 41, Code of Alabama (1975), as the case may be, and

(2) An attorney employed in the County's Legal Department determines that there exists an emergency situation that presents a danger to the public health, safety, or convenience which would result from the delay.; and

WHEREAS, an attorney employed in the County's Legal Department, along with the County's Chief Financial Officer have made necessary approvals.

NOW BE IT RESOLVED that the emergency repair in the amount of \$598.00 be ratified by the Jefferson County Commission.

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

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Jun-26-2014-478

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby accept the Jefferson County Coroner/Medical Examiner Commission's recommendation of Daniel S. Atherton, M.D. to provide the services of a relief Associate Coroner/Medical Examiner of Jefferson County, Alabama.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this 26<sup>th</sup> day of June, Two Thousand and Fourteen.

W. D. Carrington  
President, Jefferson County Commission

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

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Jun-26-2014-479

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Larry W. Hyche, Member/Store Manager, applicant; d/b/a Hyches One Stop located at 6021 Warrior River Road, Bessemer, Alabama 35023 for an 050 Retail Beer and an 070 Retail Table Wine license, be and hereby is approved.

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

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Jun-26-2014-480

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Karen Dunn Burks, Circuit Clerk - Bessemer Division for compensation for serving as Absentee Elections Manager for the Primary Election held on June 3, 2014 in the amount of \$9,200 (46 days @ \$200 per day/per election), be and hereby is approved.

Compensation for both elections is authorized by Section 17-10-14 (Amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

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Jun-26-2014-481

WHEREAS, Jefferson County Workforce Investment Area is required to ensure that the local area and its sub-recipients are held accountable to all state and federal laws, regulations, and policies; and

WHEREAS, the Jefferson County Workforce Investment Area assures that the local area and its sub-recipients will abide by prescribed requirements.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the assurances in connection with the Workforce Investment Area Local Plan for Program Year 2014.

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

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Jun-26-2014-482

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for Fiscal Year 2013; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Cooperative Downtown Ministries (HESG13-SO-CDM) for an amount not to exceed \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Cooperative Downtown Ministries (HESG13-SO-CDM) for an amount not to exceed Five Thousand and no/100 Dollars (\$5,000.00). This agreement is from Program Year 2013 federal funds.

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

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Jun-26-2014-483

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2013; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of

Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with YWCA- Family Violence Center (HESG13-ES-YFV) for an amount not to exceed \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and YWCA-Family Violence Center (HESG13-ES-YFV) for an amount not to exceed Ten Thousand and no/100 Dollars (\$10,000.00). This agreement is from Program Year 2013 federal funds.

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

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Jun-26-2014-484

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. for engineering services associated with the Rosedale Sidewalks Phase III Improvements Project (CDBG13-03L-M5-RS3). The fee for these services shall not exceed Thirty Five Thousand Nine Hundred and 00/100 Dollars (\$35,900.00), and will be paid for in full with federal funds. This project is from the Program Year 2013 funds.

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

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Jun-26-2014-485

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. for engineering services associated with the New Castle Park Improvements Project (CDBG13-03F-U4-NCP). The fee for these services shall not exceed Thirty Six Thousand Two Hundred Seventy Five and 00/100 Dollars (\$36,275.00), and will be paid for in full with federal funds. This project is from the Program Year 2013 funds.

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

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Jun-26-2014-486

WHEREAS, American Truck Driving Academy desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with American Truck Driving Academy for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-487

WHEREAS, American Truck Driving Academy desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the

Workforce Investment Act Dislocated Worker ITA agreement with American Truck Driving Academy for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-488

WHEREAS, Bevill State Community College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Bevill State Community College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-489

WHEREAS, Bevill State Community College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Bevill State Community College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-490

WHEREAS, Brown Mackie College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Brown Mackie College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-491

WHEREAS, Brown Mackie College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Brown Mackie College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

Jun-26-2014-492

WHEREAS, Jefferson State Community College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jefferson State Community College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-493

WHEREAS, Jefferson State Community College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jefferson State Community College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-494

WHEREAS, ESD Truck Driving School desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with ESD Truck Driving School for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-495

WHEREAS, ESD Truck Driving School desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with ESD Truck Driving School for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-496

WHEREAS, New Horizon's Computer Center desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with New Horizon's Computer Center for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

Stephens, Brown, Bowman, Carrington and Knight.

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Jun-26-2014-497

WHEREAS, New Horizon's Computer Center desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with New Horizon's Computer Center for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-498

WHEREAS, Construction Education Foundation of Alabama desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Construction Education Foundation of Alabama for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-499

WHEREAS, Construction Education Foundation of Alabama desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Construction Education Foundation of Alabama for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-500

WHEREAS, Fortis Institute LLC desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Fortis Institute LLC for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-501

WHEREAS, Fortis Institute LLC desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Fortis Institute LLC for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-502

WHEREAS, Nursing Assistant Solution desires to provide occupational training to Adult participants

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Nursing Assistant Solution for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-503

WHEREAS, Nursing Assistant Solution desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Nursing Assistant Solution for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-504

WHEREAS, Phlebotomy Ink Training & Staffing Agency desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Phlebotomy Ink Training & Staffing Agency for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-505

WHEREAS, Phlebotomy Ink Training & Staffing Agency desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Phlebotomy Ink Training & Staffing Agency for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

Jun-26-2014-506

WHEREAS, Lawson State Community College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Lawson State Community College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-507

WHEREAS, Lawson State Community College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Lawson State Community College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-508

WHEREAS, Virginia College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Virginia College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-509

WHEREAS, Virginia College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Virginia College for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-510

WHEREAS, Diverse Community Network desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Diverse Community Network for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

Jun-26-2014-511

WHEREAS, Diverse Community Network desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Diverse Community Network for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-512

WHEREAS, Jefferson County Joint Apprenticeship desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jefferson County Joint Apprenticeship for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-513

WHEREAS, Jefferson County Joint Apprenticeship desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jefferson County Joint Apprenticeship for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-514

WHEREAS, Dental Staff School desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Dental Staff School for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-515

WHEREAS, Dental Staff School desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Dental Staff School for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

Jun-26-2014-516

WHEREAS, St. Vincent's Birmingham d/b/a Jeremiah's Hope desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with St. Vincent's Birmingham d/b/a Jeremiah's Hope for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-517

WHEREAS, St. Vincent's Birmingham d/b/a Jeremiah's Hope desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with St. Vincent's Birmingham d/b/a Jeremiah's Hope for Program Year 2013. The effective period is July 1, 2014 through June 30, 2015. The amount paid under the agreement depends on the number of students trained.

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

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Jun-26-2014-518

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and JCIM US, LLC to amend the tax abatement agreement.

AMENDMENT TO CONTRACT

This is an Amendment to the Tax Abatement Agreement by and between Jefferson County, Alabama (hereinafter called "the County") and JCIM US, LLC (hereinafter referred to as "JCIM").

WITNESSETH:

WHEREAS, the County desires to amend the Tax Abatement Agreement; and

WHEREAS, JCIM wishes to amend the Tax Abatement Agreement.

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

The Tax Abatement Agreement between the parties which was approved by the Jefferson County Commission on January 9, 2014, at M.B. 166 Pg. 16-18, is hereby amended as follows:

The effective date of the original Tax Abatement Agreement is January 9, 2014 and the effective date of this Amendment is May 1, 2014.

Paragraph 1(a) is deleted.

1(b) is amended to read as follows:

State and local non educational personal property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years for each piece of personal property purchased within five (5) years of the beginning of the abatement period, said abatement to start on a property by property basis, on October 1 s' following the date and time Company places in service each said piece of personal property.

Paragraph 2 is amended to read as follows:

An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated.

Paragraph 2(a) is deleted.

2(b) is amended to read as follows:

If no bonds are to be issued, non-educational personal property taxes are expected to be averaged at \$34,651.00 per year.

6. Compliance shall now read as follows:

If the Company fails to substantially comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (Note: This attachment shall include the application for abatement), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority may terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

All other terms and conditions of the original Tax Abatement Agreement remain the same.

JEFFERSON COUNTY, ALABAMA

JCIM US, LLC

W. D. CARRINGTON, President

Scott Hess, Corporate Tax Counsel

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

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Jun-26-2014-519

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Five Year Consolidated Plan, Citizens' Participation 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 Proposed 2014 Action Plan;

WHEREAS, Jefferson County expects to receive \$1,746,595.00 in CDBG funds, \$15,000.00 in CDBG program income; \$632,924.00 in HOME funds, \$0.00 in County match (In-Kind), and \$250,000.00 in HOME program income; \$160,259.00 in federal ESG funds, and \$143,468.00 in ESG Match funds, making a total of \$2,948,246.00 in funds available for Program Year 2014-15; and

WHEREAS, The Jefferson County Office of Community & Economic Development has developed a list of proposed housing and non-housing projects for the 2014 Action Plan based upon 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 Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to make available to the public according to the Citizens Participation Plan, the proposed list of CDBG housing, CDBG non-housing, HOME, and Emergency Solutions projects for the Proposed 2014 One-Year Action Plan for public comment.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the Jefferson County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development at the end of the 30-day comment period, the 2014 One-Year Action Plan, Standard Forms 424, and Consolidated Plan Certifications for Community Development Block Grant (CDBG), HOME, and the Emergency Solutions Grant (ESG) programs.

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

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Jun-26-2014-520

WHEREAS, certain specified positions in the employment of Jefferson County shall be employed at-will as unclassified employees; pursuant to Alabama Act 2011-70; and

WHEREAS, the Director of Roads and Transportation is one of these positions; and

WHEREAS, the bi-weekly salary for the position of Director of Roads and Transportation - Classification #094001, Grade 601 was set by prior resolution of this Commission on August 15, 2013 at \$4,504 (Equivalent of Grade 43, Step 2); and

WHEREAS, the Commission approved the appointment of Tracy Pate to serve at the Interim Director of Roads and Transportation

as an at-will appointee effective July 29, 2013; and

WHEREAS, the County Manager wishes to request an amendment of the August 15, 2013 resolution to change the bi-weekly salary for the position of Director of Roads and Transportation to \$5,582.40 (Equivalent of Grade 43, Step 6) effective June 26, 2014.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the resolution approving the interim appointment of Tracy Pate as the at-will interim Director of Roads and Transportation be amended to reflect the specified change in salary effective June 26, 2014.

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

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Jun-26-2014-521

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Deed of Exchange of Sanitary Sewer Easements between Jefferson County and NJK, L.L.C. to correct the legal descriptions of previous deeds for the sanitary sewer right of ways.

Calton Hill(Morningside English Villas)  
#1234 (#302 #595)

THIS INSTRUMENT PREPARED BY  
James F. Henderson, Jr., County Property Manager  
Right-of-Way Division  
Jefferson County Roads and Transportation  
A200 Courthouse  
Birmingham, AL 35203  
Legal Description from Engineering Plans prepared by  
Gonzalez -Strength & Associates

DEED OF EXCHANGE FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, NJK, L.L.C., an Alabama Limited Liability Company, does hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision of the State of Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

Two 20 foot wide Sanitary Sewer Right-of-Ways lying in the SW ¼ of the SW ¼ of Section 33 Township 17 South Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Line S-1

Commence at the Northwest Corner of the Southwest ¼ of the Southwest ¼ of Section 33, Township 17 South, Range 2 West and run southerly along the west line of said ¼ - ¼ section a distance of 270.43 feet to the Point of Beginning of a 20 foot wide Sanitary Sewer Right-of-Way lying 10 feet on each side of parallel to and abutting the following described line; thence turn left an angle of 127°47'35" and run northeasterly a distance of 388.40 feet to Point "A" for future reference; thence turn right an angle of 39°24'47" and run easterly a distance of 69.45 feet; thence turn right an angle of 35°10'09" and run southeasterly a distance of 48.12 feet; thence turn right an angle of 52°38'42" and run southerly a distance of 312.06 feet; thence turn left an angle of 0°26'28" and run southerly a distance of 55 feet, more or less, to the northwesterly right-of-way of Montclair Road and the end of this parcel of Sanitary Sewer Right-of-Way.

Line S-2

Commence at Point "A" as described above for the Point of Beginning of a 20 foot wide Sanitary Sewer Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence from the aforescribed course and direction turn left an angle of 50°35'13" and run 25 feet, more or less to the northerly property line of Grantor and the end of this parcel of Sanitary Sewer Right-of-Way.

The outer boundaries of said Sanitary Sewer Right of Way being extended or trimmed as necessary to terminate at the property lines of the grantor.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except

fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

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

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

In consideration of the above conveyance, Jefferson County, Alabama, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest, does remise, release, quit claim and convey to the said NJK, L.L.C. an Alabama Limited Liability Company, all rights, title, interest, and claim in or to the following described real estate (excepted from this conveyance is any portion of the below described easements lying within the above described parcels of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), such property being more particularly described as follows, to-wit.

That certain 20 foot Sanitary Sewer Easement described in Instrument 200301/5406 as recorded in the Probate Office of Jefferson County, Alabama. Being more particularly described as follows:

A parcel of land situated in section 33. Township 17 South, Range 2 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 33, Township 17 South, Range 2 West; Thence run Southerly along the West line of said Quarter-Quarter line for a distance of 1585.33 feet to the Point of Beginning of a 20 foot Sanitary Sewer Easement being 10 feet on each side of the following described centerline; Thence turn an interior angle to the right of 52 degrees 12 minutes 25 seconds and run northeasterly for a distance of 386.49 feet; thence turn an exterior angle to the right of 217 degrees 53 minutes 13 seconds and run easterly for a distance of 69.36 feet; thence turn an exterior angle to the right 214 degrees 29 minutes 29 seconds and run southeasterly for a distance of 51.63 feet; thence turn an exterior angle to the right of 235 degrees 08 minutes 57 seconds and run southerly for a distance of 314.09 feet to the point of terminus of this description.

Also that certain 20 foot Sanitary Sewer Easement described in Instrument 200003/2606 as recorded in the Probate Office of Jefferson County, Alabama. Being more particularly described as follows:

A tract of land located in the Southwest quarter of the Southwest quarter of Section 33, Township 17 South, Range 2 West, more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 33, Township 18 South, Range 2 West and run in a southerly direction along the west boundary of Section 33 for a distance of 1594.46 feet; thence turn a deflection angle to the left of 127 degrees 17 minutes 42 seconds and run in a northeasterly direction for a distance of 77.98 feet to the Point of Beginning of a 20 foot Sanitary Sewer Easement lying 10 foot on each side of, parallel to and abutting the following described line; thence continue along said course for a distance of 316.68 feet; thence turn a deflection angle to the right 37 degrees 07 minutes 43 seconds and continue along said centerline in an easterly direction for a distance 187.72 feet and the end of said easement.

Less and except any portion of the easement lying within the right of way of 3<sup>rd</sup> Street.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 26<sup>th</sup> day of June, 2014.

NJK, L.L.C., an Alabama Limited Liability Company

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JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

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Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 3,467' of buried cable at 2310 Briarwood Trace off Marin Drive.
2. AT&T to install 2,250' of buried and aerial cable at 2881 Acton Road on Cahaba River Road and Caldwell Mill Road.

3. AT&T to install 730' of buried cable at from 1600 Bobolink Lane to 1653 Barrington Lane in Center Point.
4. Cullman/Jefferson Gas to install 5,800' of 2" gas main from 2453 Beatline Road to 1987 Beatline Road in Corner/Warrior.

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

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Jun-26-2014-522

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
 Department: Roads & Transportation  
 Date: June 11, 2014  
 Purpose: Payment to Julie A. Heckman for acquired Temporary Construction Easement that contains 0.056 acres, more or less (site address) – 3400 Collingwood Road, Hoover, AL 35226  
 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 32 Agent: Alan K. Dodd  
 Price: \$1,210.00  
 Pay to the order of: Julie A. Heckman  
 Mailing Address: 3400 Collingwood Road  
 Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.  
 Check Delivery Code 84

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

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Jun-26-2014-523

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
 Department: Roads & Transportation  
 Date: June 16, 2014  
 Purpose: Payment to Winford S. Hanson for acquired Temporary Construction Easement that contains 0.024 acres, more or less (site address) – 3336 Chartwell Road  
 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 34 Agent: Alan K. Dodd  
 Price: \$520.00  
 Pay to the order of: Winford S. Hanson  
 Mailing Address: 3336 Chartwell Road  
 Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.  
 Check Delivery Code 84

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

Jun-26-2014-524

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: June 11, 2014  
Purpose: Payment to Samuel L. Poynter for acquired Temporary Construction Easement that contains 0.041 acres, more or less (site address) – 1735 Cornwall Road, Hoover, AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 73 Agent: Alan K. Dodd  
Price: \$890.00  
Pay to the order of: Samuel L. Poynter  
Mailing Address: 1735 Cornwall Road  
Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.  
Check Delivery Code 84

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

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Jun-26-2014-525

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: June 11, 2014  
Purpose: Payment to Jacob Watson for acquired Temporary Construction Easement that contains 0.003 acres, more or less (site address) – 1729 Patton Chapel Road  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 76 Agent: Alan K. Dodd  
Price: \$500.00  
Pay to the order of: Jacob Watson  
Mailing Address: 2880 Acton Road  
Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.  
Check Delivery Code 84

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

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Jun-26-2014-526

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: June 13, 2014  
Purpose: Payment to Spain and Gillon, L.L.C. Trust Account (Closing Attorney) for Fee Simple Agreement - Total Taking of house and land for closing – Tract No. 29. Betty K. Boyd and Pamela B. McLaughlin (land owners) on Patton Chapel road Phase III (site address) – 1666 Patton Chapel Road, Hoover, AL 35266

Project No. STPBH-7020(601)

Agent: Alan K. Dodd

Price: \$225,000.00

Pay to the order of: Spain & Gillon, L.L.C.

Mailing Address: 2117 Second Avenue North  
Birmingham, AL 352203

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

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

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Jun-26-2014-527

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the City of Leeds to provide funding for operations of a senior citizen center for Fiscal Year 2013 - 2014 in the amount of \$10,000.

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

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Jun-26-2014-528

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Lowe Town Community Development to provide funding for operations of a senior center for the period April 1, 2014 - September 30, 2014 in the amount of \$5,000.

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

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Jun-26-2014-529

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Birmingham Regional Paratransit Consortium, d/b/a ClasTran to provide transportation services for FY2013-2014 in the amount of \$309,000.

PARATRANSIT SERVICES AGREEMENT

WHEREAS, ClasTran receives matching federal funding under Section 5310 of the Safe Accountable Efficient Transportation Equity Act - A Legacy for Users (SAFETA-LU) program; and

WHEREAS, the Regional Planning Commission of Greater Birmingham (RPCGB), in accordance with the requirements of SAFETA-LU, has developed a plan titled Coordinated Human Service Transportation: A Plan for Coordinating Human Service Transportation in Central Alabama and updated in 2010 as Human Services Coordinated Transportation Plan (HSCTP); and

WHEREAS, the HSCTP aims to improve quality, efficiency, and mobility of transportation services for all citizens in the Greater Birmingham area, it is specifically designed to improve services for transportation disadvantaged individuals by ensuring that communities coordinate transportation resources" to achieve the "most appropriate and cost-effective transportation possible with available resources"; and

WHEREAS, "transportation disadvantaged individuals" not only includes individuals with disabilities or those using wheelchairs, but also those who are unable to transport themselves or to purchase transportation due to their age, health, or physical limitations; and

WHEREAS, demographic analysis has found that Jefferson County has the highest percentage of transportation disadvantaged individuals in the six-county region, with 21,306 households or 45,800 people having no vehicle available for their use, as well as a significant gap in available transportation services, leaving many residents with unmet transportation needs; and

WHEREAS, the Jefferson County Commission (the "Commission"), through the Office of Senior Citizens Services (OSCS) operates Senior Citizens Centers in partnership with local municipalities as well as non-governmental sponsors to provide social; cultural and related activities, as well as a congregate meals program for residents of the County who are 80 years of age and over; and

WHEREAS, the passage of MAP-21 (Moving Ahead for Progress in the 21st Century) in July 2012 transformed 49 USC Section 5310 from Elderly Individuals and Individuals with Disabilities Program to the Enhanced Mobility of Seniors and Individuals with Disabilities program with the objective of enhancing the mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and ADA complementary paratransit services; and

WHEREAS, Title 49 USC Section 5310 authorizes a formula assistance program for the special needs of elderly individuals and individuals with disabilities which the Federal Transit Administration (FTA) refers to as the Section 5310 Program, which funds are awarded to states who then distribute funds for local program services on a 20180 match of local and federal funds for the purchase of transportation; and

WHEREAS, the Commission also operates Cooper Green Mercy Health Services (CGMHS), an ambulatory and Urgent Care facility that provides healthcare services to qualified indigent residents of the County who are 18 years of age and over; and

WHEREAS, the Commission finds that said paratransit service is a public purpose and it is in the best interest of the County to provide such services for its citizens.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. SCOPE OF SERVICES: ClasTran agrees to provide transportation services Monday through Friday, to and from the senior centers (congregate meal sites) identified in the list attached hereto as Exhibit A, including at least two (2) field trips per fiscal year per center. ClasTran shall provide up to 36,000 trips annually (approximately 9,000 trips per quarter) to the senior centers for the base compensation set forth below. All senior center participants shall arrive at, and depart the centers on a schedule to be determined jointly by the Office of Senior

Citizen Services and ClasTran. These senior centers are exclusive of those centers within the corporate limits of Birmingham, Alabama which will be serviced by a separate contract between ClasTran and the City of Birmingham.

Any request for additional group trips above 36,000 to and from senior centers outside those regularly scheduled trips identified above, for which Jefferson County would be financially responsible, must first be approved in writing by the Director (or his/her designee) of the Jefferson County Office of Senior Citizens Services prior to said trip. If the additional trip is not approved in writing by the Director of the Jefferson County Office of Senior Citizen Services (or his or her designee) within 24 hours prior to the scheduled departure time for the trip, said trip shall be deemed to have been approved in writing, and ClasTran will be authorized to conduct the trip and to be compensated therefore by Jefferson County.

2. COMPENSATION: Jefferson County Commission shall provide to ClasTran \$309,000 in base compensation for transportation services to the senior centers (maximum 38,000 trips annually), and \$8.66 per person for additional transportation services. This compensation is estimated to draw down approximately \$1,236,000 in federal funds under the 5310 program, for an estimated total of \$1,545,000, which amount is exclusive of any other local matching and federal 5310 funds ClasTran may receive.

Any request for payment for any additional trips for group trips to and from senior centers outside of those regularly scheduled trips identified in Section 1, "Scope of Services", will not be considered for payment unless said trips were pre-approved as provided in said Section 1, and the documentation evidencing said trips and required by Jefferson County is supplied. If the total number of group trips (including any additional group trips authorized in accordance with Section 1) exceeds 36,000 trips during the term of this Contract, Jefferson County will compensate ClasTran at the rate of \$8.66 per person for each such group trip in excess of 36,000 trips per year. ClasTran will provide documentable evidence of all group trips conducted in excess of 36,000 during the term of this Contract. Jefferson County will make payment for all such excess trips within twenty (20) days after ClasTran submits, and the County approves (which approval will not be unreasonably withheld or delayed) an invoice therefore.

Payment for senior center services trips (up to 36,000 during the term of this Contract) will be made as follows: \$154,500 at the execution of the contract; \$77,250 on April 1, 2014; and \$77,250 on July 1, 2014..

3. INDEPENDENT CONTRACTOR: ClasTran acknowledges and understands that in the performance of this contract ClasTran is an independent contractor and as such, ClasTran is obligated for all applicable federal, state and local taxes, attributable to compensation received from Jefferson County.

4. TERM: The term of this contract is October 1, 2013 through September 30, 2014.

5. PRODUCTION OF DOCUMENTS: ClasTran agrees to provide to the County within forty-five (45) days after the execution of this agreement the following information:

- i. Detailed copy of FY 2013 and FY 2014 operating and capital budgets, including annual reports.
- ii. Master list of all riders, by vendor.

- iii. List of all municipal contributions received for FY 13 and FY 14 (including commitments).
- iv. Projected FY 14 5310 match-draw-down by contract.
- v. List of all contracts for service, including amount of contract and type of services provided (example: Jefferson County and City of Birmingham).
- vi. Detailed breakdown of FY 13 5310 match draw-down by contract (example: Jefferson County, City of Birmingham, others).
- vii. Pending litigation (EEO, Environmental Justice, etc.). None
- viii. Complaints and Compliments Log , monthly, commencing January 1, 2014.
- ix. NTD Reporting documentation, monthly, commencing January 1, 2014.
- x. Any known outstanding vehicle concerns (inspection status report/handicap accessible equipment including non-functioning outstanding repairs), commencing January 1, 2014.
- xi. All invoices that are more than thirty (30) days past due related to the 5310 program.
- xii. Accounts receivable for FY2013 match.
- xiii. List of all personnel, identified as full-time or part-time and whether assigned to operations or administration.
- xiv. List of all rolling stock: including but not limited to type, age, mileage, condition, how acquired, status, etc.
- xv. List of transportation contracts, including contract amount of each, number of routes served, volume of riders, etc,
- xvi. Copy of current board membership reflecting date of appointment, expiration, board organization, committee membership, etc.
- xvii. Copy of all Minutes of meetings of the board and committees for FY 2013.
- xviii; Copy of most recent audit.

In addition to the above, ClasTran shall submit a monthly report outlining the services provided as required under the terms of the contract. The report shall include the number of non-senior center trips.

- 6. NON-DISCRIMINATION CLAUSE: ClasTran agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status.
- 7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, ClasTran shall furnish the Jefferson County Finance Department with information required fur Farm 1099 reporting and other pertinent data required by law.
- 8. TERMINATION OE CONTRACT: This contract may be terminated by either party upon a written 30-day, notice to the other party regardless of reason. Should either party terminate this contract for convenience the parties agree to reconcile and either refund or issue payment to the other party in accordance with the compensation and reconciliation procedures outlined above.
- 9. INSURANCE: ClasTran will maintain such insurance as will protect it and the County from claims under Workmen's Compensations Act and from claims for damages and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as an Added Additional Insured Including a thirty (30) day written cancellation notice.
- 10. LIABILITY: ClasTran shall not without prior written permission of the County specifically authorizing them to do so, represent or hold itself out to others as an agent of or act on behalf of the County. ClasTran will, indemnify and hold harmless the County, its elected officials and its employees from claims, suits, actions, damages and costs of every name and description resulting from the performance of ClasTran, its agents, subcontractors or employees under this contract.
- 11. MAINTENANCE OF RECORDS: ClasTran shall maintain such records and accounts, including property, personnel, payroll, and financial records, as are deemed necessary by the County and identified in Paragraph 5 and the Older Americans Act Title III B. to assure a proper accounting 'for all project funds, including both federal and non-federal matching funds expended. These records shall be retained for six (6) years from the date of submission of the final Expenditure Report under his contract. All pertinent case records for clients must also be maintained.
- 12. AUDITS AND INSPECTIONS: At any time during normal' business hours, and as often as the County may deem necessary ClasTran shall make available to the County for examination all of the records pertaining to II matters covered by this Contract. Further, permit the County or its design d representative to audit, examine and make excerpts from invoices, materials, and other data relating to matters covered by this contract. ClasTran will How inspections and audits, on at least two business days written notice, during business hours, for trips to senior centers only.
- 13t AMENDMENT OF AGREEMENT: This Contract understanding of the parties, and no change of any tee Contract shall be valid or binding unless amended by writ has been approved by the County and by ClasTran. Any such amendment shall be signed by both Jefferson County and ClasTran, and will be attached to and made a part of this Contract. A written request must be m an amended agreement will be executed.
- 14.. COUNTY FUNDS PAID: ClasTran and the ClasTran representative signed below certify by the execution of this Agreement that no pa the County pursuant to this Agreement nor said funds shall used in any way whatsoever to purchased or acquired with of any

government whatsoever or family member of an federal, state, county and municipal and any agency or s government; and further certify that neither the contract officers, partners, owners, agents, representatives, governing body or employee of the governing body of the County or any public official any manner whatsoever, to secure or obtain this Agreement and further certify any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in scope of work Agreement; no promise or commitment of any nature what value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

15. VIOLATION OF CERTIFICATION' Any violation of the c Section 14 above, shall constitute a breach and default of shall be cause for termination. Upon such termination ClasTran shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

16. MIGRATION LAW COMPLIANCE: Alabama Code § 31-13-0. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

ClasTran

Jefferson County, Alabama

Fenn Church, Director

W. D. Carrington, President

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

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Jun-26-2014-530

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Woodbury Products, d/b/a DHP to provide incontinent supplies for clients of the Alabama Cares Program for the period March 1, 2014 - September 30, 2014 in the amount of \$33,892.

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

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Jun-26-2014-531

WHEREAS, Jefferson County, Alabama has contracted with the Senior Services (ADSS) in an effort to provide services to older Americans as outlined under the Older Americans Act; and

WHEREAS, the Grant Agreement is entered into by and between Jefferson County, Alabama, through the Office of Senior Citizens Services (hereafter referred to as the Grantee) and ADSS for the local implementation of the State Health Insurance Assistance Program (SHIP) to provide for all Medicare eligible individuals information, counseling and assistance on health insurance matters; and

WHEREAS, the term of the Grant Agreement is April 1, 2014 through March 31, 2015; and

WHEREAS, the funds for this Grant Agreement period shall not exceed \$79,180.00; and

WHEREAS, these are Federal dollars and requires no local or in-kind match.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby accept grant funds in the amount of \$79,180.00 to provide services as outlined under the Older Americans Act and the Office of Senior Citizens Services approved Area Plan to the senior population in Jefferson County and authorizes the Commission President to execute the Grant Agreement and any subsequent documents necessary for acceptance of these funds.

#### GRANT AGREEMENT

This Grant Agreement is entered into 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. It is understood that funding comes from the SHIP federal grant (CFDA# 93.324, Grant No. 90SA0034-01-00).

#### PURPOSE:

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 AGREEMENT:**

The grant period begins April 1, 2014 and shall terminate not later than March 31, 2015 or any time 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. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 74 or 92 directly apply to this grant. Grantee agrees to follow the Grantee responsibilities and Assurances as outlined in the attachments.

**PAYMENT:**

Funds for this Grant Agreement period shall not exceed \$79,180.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

**REPORTING:**

The grantee shall:

1. Enter the following into SHIPMATES on a monthly basis no later than the 20th day of the month following the end of the calendar month of service to which they apply.
2. Provide the SHIP Director information regarding upcoming events monthly but no later than the 20<sup>th</sup> day of the month prior to the event.
3. The grantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
4. 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.
5. Financial reports shall be required in accordance with ADSS policies and procedures. Financial reports will be submitted by the 21<sup>st</sup> of the month following the end of the quarter. Reporting will be accurate and true. Reports will cover the funds and activities of this Grant Agreement only.

**CONTINGENCY CLAUSE:**

It is expressly understood by both parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under this agreement is to be made, the agreement will be subject to termination.

**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 Administration for Community Living. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

**TERMINATION:**

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

**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.

**ACCESS TO RECORDS:**

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.

**IMMIGRATION LAW COMPLIANCE:**

By signing this agreement, the Grantee affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Grantee is found to be in violation of this provision it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and

has provided proper documentation to ADSS.

CONFIDENTIALITY:

Grantee shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the agreement, 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.

GRANTEE STATUS:

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

ASSURANCES:

The Grantee hereby agrees to abide by the attached assurances. (on file in the Minute Clerk’s Office)

The undersigned hereby accepts the 2014-2015 SHIP Basic Grant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Todd Russell – (for Legal Compliance/Form)

GRANTEE

W. D. Carrington, President - Jefferson County Commission

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

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Commission Carrington stated that an opinion from the County Attorney’s Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that an Executive Session be convened. Voting “Aye” Stephens, Brown, Bowman, Carrington and Knight.

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Thereupon the Commission Meeting was recessed

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, July 10, 2014.

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President

ATTEST

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Minute Clerk