

STATE OF ALABAMA)

JEFFERSON COUNTY) December 19, 2013

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of December 4, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on December 17, 2013, and approved the following items to be placed on the December 19, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 7 and Addendum Item 1.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 16.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 11.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 6.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 17, excluding Item 13.

Dec-19-2013- 954

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

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

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

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

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

Z-2013-021 James R. and Cathy Ingalls, owners; requests a change of zoning on Parcel ID# 14-4-4-3- 6, in Section 4 Twp 16 Range 3 West from R-1 (Single Family) to C-1 (Commercial) for expansion of an existing business. (Case Only: 2670 Mount Olive Road, Mount Olive, AL 35117)(MOUNT OLIVE)(0.2 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-021 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens

Z-2013-022 David W. and Amy M. Helms, owners; request a change of zoning on Parcel ID# 31-14-3-1-70, in Section 14 Twp 18 Range 5 West from R-1 (Single Family) to A-1 (Agricultural) for a residence, barn, and horses. (Case Only: 1309 Rock Creek Road, Hueytown, AL 35023)(CONCORD)(8.13 Acres M/L)

RESTRICTIVE COVENANT No mobile homes shall be permitted for any purpose other than temporary emergency relief.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2013-022 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Commissioner Carrington stated the Commission Meeting would recess until 2:00 p.m.

The Commission Meeting was re-convened at 2:00 p.m. to continue the Rezoning Public Hearing with the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Z-2013-023 SumLeaRan, LLC property owners; Huddleston Minerals, LLC, mineral rights owners; Charles A.J. Beavers, Jr., agent; request a change of zoning on part of Parcel ID# 7-9-0-0-24 in Section 9 Twp 15 Range 3 West from A-1 (Agriculture) to I-3(S) (Surface Mining) for expansion of a strip mining operation. (Case Only: 1550 Sardis Road, Gardendale, AL 35071)(SARDIS)(239 Acres M/L}

RESTRICTIVE COVENANTS: 1. There shall be no land disturbance within 150 feet of any property zoned A-1 (Agriculture); said 150 foot setback boundary is to be flagged; 2. there shall be no blasting within 600 feet of any currently occupied dwelling; 3. there shall be no mining or disturbance on the northernmost 19.5-acre property except what is minimally necessary to construct and maintain sediment ponds and is within the current mining permit boundary; 4. no operation at the mining facility shall commence prior to 7 A.M., nor extend past 5 P.M., Monday through Saturday only (i.e., no activity is to take place on Sunday); 5. there shall be no blasting prior to 9 A.M., all blasting shall take place Monday through Friday (i.e. not on Saturdays or Sundays), no more than one (1) blasting event per day, and on no more than four (4) days in any given week; 6. the property shall revert to A-1 (Agriculture) zoning upon completion of the mining of the property or on January 1, 2021, whichever comes first; 7. all hauling traffic shall use the existing drive and shall only turn left (to the southwest) out of the mining site along Sardis Road; 8. no more than 50 coal-hauling truck loads shall be allowed to leave the site per day; 9. a website shall be established posting to the general public all information pertaining to the mining operation, including the progress of the operation on the subject property, and any blasting information to include warnings, schedules, and seismic readings; 10. the property is to be reforested after 18 months of the last grass planting following the completion of the mining operation; 11. only 40 acres of timber shall be cleared and hauled from the site at any given time following notification of all residents within ½ mile of the subject property.

The following spoke to the Commission: Clay Ragsdale, Susan McWhorter, Justin Wallace, James Mullins, Peggy Sue Harris, Scott Waite, John Crane, Clyde Albertson, Chris McKinney, Linda Jett, Jon Moon, Larry Richard, Jason Limbaugh Karen Swathford and Chris Wideman.

Motion was made by Commissioner Carrington seconded by Commissioner Brown that Z-2013-023 be approved subject to filing of covenants. Voting "Aye" Carrington, Brown and Knight. Voting "Nay" Bowman and Stephens.

Dec-19-2013-955

WHEREAS, the County's Third Party Administration of Workers' Compensation Claims with Hill Administrative Services, Inc. will terminate on December 31, 2013 and the contract has a renewable provision that allows the County to extend the Contract one additional year, and:

WHEREAS, the Human Resources Department desires to extend the Contract for the period from January 1, 2014 through December 31, 2014 at a total fee price not to exceed \$59,750.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Commission President be authorized to execute this renewal of the third party administration of workers' compensation claims with Hill Administrative Services, Inc., for the period of January 1, 2014 through December 31, 2014, in an amount not to exceed \$59,750.00.

AMENDMENT TO CONTRACT NO.1

This Amendment to the Contract entered into this 1st day of January, 2013, by and between Jefferson County, Alabama, through the Human Resources Department (hereinafter referred to as the "County Commission") and Hill Administrative Services, Inc., (hereinafter called "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on December 20, 2012, and recorded in Minute Book 164, Pages 234-238 is hereby amended as follows:

Amend Item 3. Terms of Agreement and Authorization to Perform Work paragraph as follows: This contract will be effective January 1, 2014 through December 31, 2014.

Amend Item 6. Compensation paragraph as follows: Compensation for services rendered for 2nd year of contract at cost shown below. Payment terms are Net 30 Days after receipt of invoice. 2nd Year of contract at a flat fee price of \$57,750 plus an additional \$300 per claim for claims handled more than two years from date of receipt, not to exceed \$2000, for a total contract price not to exceed \$59,750.

Add Item 17. 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.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Tracy H. Carter, President

Hill Administrative Services, Inc.

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

Dec-19-2013-956

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Cahaba River and Trussville WWTPs Phase 1 TMDL Improvements, such certified bids having been open on Friday, September 27, 2013 and listed as follows:

Contractor	Amount Bid
1. Haren Construction Co., Inc.	\$ 4,284,000.00
2. J&P Construction Co., Inc.	\$ 5,141,000.00

WHEREAS, after tabulation and certification by CDM Smith and review by the Environmental Services staff, it has been recommended that the contract for the Cahaba River and Trussville WWTPs Phased TMDL Improvements be awarded to Haren Construction Co., Inc. in the amount of \$4,284,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W.D. Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Dec-19-2013-957

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Cox Landscaping to provide landscaping services at the Shades Valley Facility pump stations and miscellaneous lots for FY2013-2014 in the amount of \$60,000.

Contract ID: CONES- NO. 2852

Bid # 148-11

AMENDMENT TO CONTRACT NO. 2

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Cox Landscaping (hereinafter called "the Contractor").

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 John S. Young, Jr. LLC on July 19, 2011 is hereby amended as follows:

Amend the terms of Agreement and Authorization To Perform Work paragraph as follows: This contract will be effective October 1, 2013 through September 30, 2014.

SUBLETTING. ASSIGNMENT OF TRANSFER:

The Contractor agrees to consent to the assignment of this contract to the Jefferson County Commission, Jefferson County, Alabama. Terms Owner and/or John S. Young Jr., LLC, Receiver, Jefferson County, Alabama shall be replaced with Jefferson County Commission. The agreement is now Cox Landscaping and the Jefferson County Commission.

NON- DISCRIMINATION POLICY:

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

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.

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

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, Commission President

CONTRACTOR:

Jamie Cox

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

Dec-19-2013-958

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2014 Annual Collection System Rehabilitation, Contract I project, such certified bids having been open on Friday, October 11, 2013 and listed as follows:

Contractor	Amount Bid
1. Layne Inliner, LLC	\$ 890,347.00
2. Suncoast Infrastructure, Inc.	\$ 932,500.00
3. Insituform Technologies, LLC	\$ 988,603.90

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the 2014 Annual Collection System Rehabilitation, Contract 1 project be awarded to Layne Inliner, LLC. in the amount of \$890,347.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W.D. Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Dec-19-2013-959

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Eastern Valley Road Force Main Replacement, such certified bids having been open on Wednesday, October 30, 2013 and listed as follows:

Contractor	Amount Bid
1. Global Construction & Engineering, Inc.	\$ 171,739.00
2. Bama Utility Contractors, Inc.	\$ 173,529.20
3. Jordan Excavating, Inc.	\$ 196,847.00

4. Baird Contracting Co., Inc. \$ 244,164.00

WHEREAS, after tabulation and certification by Hazen and Sawyer, P.C. and review by the Environmental Services staff, it has been recommended that the contract for Eastern Valley Road Force Main Replacement be awarded to Global Construction & Engineering, Inc. in the amount of \$171,739.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W.D. Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Dec-19-2013-960

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of David Thomas in the amount of Four Hundred Twenty Five and 00/100 (\$425.00) 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 David Thomas in the amount of \$425.00 and forward it to the County Attorney for disbursement.

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

Dec-19-2013-961

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Frankie Sauls in the amount of One Thousand Five Hundred and 00/100 (\$1,500.00) 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 Frankie Sauls in the amount of \$1,500.00 and forward it to the County Attorney for disbursement.

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

Dec-19-2013-962

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Firestone Complete Auto Care in the amount of Three Thousand Seven Hundred Sixty Eight and 42/100 (\$3,768.42) 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 Firestone Complete Auto Care in the amount of \$3,768.42 and forward it to the County Attorney for disbursement.

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

Dec-19-2013-963

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Eunice Mixon in the amount of Six Hundred Seventy One and 00/100 (\$671.00) 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 Eunice Mixon in the amount of \$671.00 and forward it to the County Attorney for disbursement.

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

Dec-19-2013-964

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

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

Dec-19-2013-965

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

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

12/19/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE BODY DIAGRAMS / CORONER PRINTING	CORONER/MEDICAL EXAMINER	185.98	1900074158
DISTRICT 1	1000193	JEFFERSON CO TREASURER	GROUNDS CREW PURCHASED LOPPING SHEARS AND CHAINS	GEN SVCS: ADMINISTRATION	79.98	1900074257
*DISTRICT 1					265.96	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LIGHT BULBS, CLOCKS, FUEL FOR NAIL GUN	R&T: HIGHWAY MAINT-KETONA	146.70	1900074244
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL - RYAN RICHARDS - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	20.00	1900074017
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:STATE MANDATED LEAK TEST (HOUSING DIV.)	COMMUNITY DEVELOPMENT	39.00	1900074124
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HARDWARE TO COMPLETE SIGNAL REPAIR - TRAFFIC	R&T: TRAFFIC ENGINEERING	18.92	1900074246
*DISTRICT 2					224.62	
DISTRICT 3	1000061	AMERICAN PAYROLL ASSN	140013-MEMBERSHIP VALERIE MCGREGORY	PAYROLL	219.00	1900074019
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR TAX COLLECTOR	TAX COLLECTOR-BIRMINGHAM	27.86	1900074116
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WAYNE PARKING FEE FOR CONFERENCE IN ALT	INFO TECHNOLOGY	13.00	1900074258
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR TAX COLLECTOR	TAX COLLECTOR-BIRMINGHAM	46.99	1900074115
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR TAX COLLECTOR	TAX COLLECTOR-BIRMINGHAM	81.19	1900074118
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMPS/EDUCATION/TOOLS/SAFETY	SHER CORRECT-BIRMINGHAM	347.03	1900074299
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMPS/FILTER/BLADE/REMOVER	SHERIFF ENFORCE-BIRMINGHAM	153.74	1900074297
DISTRICT 3	1002207	LEXISNEXIS M BENDER	AL CODE V21 & V21A - 5 COPIES EACH	BD OF EQUAL - BHAM STATE	372.20	1900074123
DISTRICT 3	1003283	FEDERAL EXPRESS	FEDEX INVOICE PAYMENT TO CITRIX SYS	INFO TECH: TECHNICAL SERVICES	49.18	1900074107
DISTRICT 3	1027789	HENDERSON & ASSOC	COURT TRIAL TRANSCRIPT CV 2011-2011-2260, 2267	BD OF EQUAL - BHAM STATE	1,328.15	1900074043
*DISTRICT 3					2,638.34	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUP SVCS	145.10	1900074018
DISTRICT 4	1000193	JEFFERSON CO TREASURER	2014 AL PROFESSIONAL ENGINEERS AND LAND SURVEYORS	LAND DEVELOPMENT	45.00	1900074070
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	19.44	1900074040
DISTRICT 4	1030073	SILAS LINDSEY JR	SR REIMBURSEMENT - SILAS LINDSEY JR	EMA	4,000.00	1900074105
DISTRICT 4	1030692	TOM A HIGGINS	SR REIMBURSEMENT - TOM HIGGINS	EMA	4,000.00	1900074106
DISTRICT 4	1030705	OPHELIA C BURGESS	SR REIMBURSEMENT - OPHELIA BURGESS	EMA	2,621.25	1900074233
*DISTRICT 4					10,830.79	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	4" COUPLINGS, 1/2 PALLET OF EMERALD ZOYSIA SOD	ES: CONSTRUCT SEWER LINE	128.97	1900073141
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RED KAP KNIT SHIRTS	ES: CONSTRUCT SEWER LINE	178.42	1900073929
DISTRICT 5	1000193	JEFFERSON CO TREASURER	10" CAP, 10" FLANGE, 10" ACCESSORY KIT	ES: CONSTRUCT SEWER LINE	240.66	1900073941
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ADAPTER,NIPPLES;COUPLINGS;BATTERY;CABLE;CONDUIT;	ES: FIVE MILE MAINT SHOP	133.66	1900074108
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WOOD FOR UV, BALL VALVE FOR PLANT WATER LINE	ES: CAHABA RIVER WWTP	47.84	1900074175
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SLING;BOX;PVC CEMENT;FLUOR LAMPS;	ES: VILLAGE ELECTRICAL SHOP	494.27	1900074120
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLEANING SUPPLIES FOR BATHROOM	ES: LEEDS WWTP	6.62	1900074268
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHESELLE CHARTS PENS;ELEVATOR CERTIFICATE OF OPERA	ES: FIVE MILE CREEK WWTP	315.51	1900074168
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS FOR EXPANSION JOINT	ES: CAHABA RIVER WWTP	6.59	1900074174
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LIME AWAY AND SPONGE FOR UV BULBS	ES: CAHABA RIVER WWTP	14.53	1900074178
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LOCK;STRIPPING;GLUE;PLASTIC;SNACKS;WATER;	ES: FIVE MILE CREEK WWTP	105.09	1900074114
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPRAYER FOR UV SYSTEM	ES: CAHABA RIVER WWTP	9.97	1900074177
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING AND GAS FOR MEETING WITH EPA-ATLANTA	ES: SANITATION ADMIN	63.00	1900074117
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY FOR MISSION,SQ D OVERLOAD, GALV CHANNEL, B	ES: PACKAGE WWTP & PUMP STA	242.38	1900074119
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENT	PER BD: TESTING	45.77	1900074217
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPLIT SEAL, SEAL KIT	ES: VILLAGE MAINTENANCE SHOP	533.58	1900074039
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOLENOID VALVE;TWISTGUARD TEST LEADS;EXT.CORD;	ES: VILLAGE ELECTRICAL SHOP	403.73	1900074121
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPLIT OIL SEAL	ES: VILLAGE CREEK WWTP	458.15	1900074122
DISTRICT 5	1000193	JEFFERSON CO TREASURER	4" PVC COUPLING, 4" PVC COMBINATION	ES: CONSTRUCT SEWER LINE	23.22	1900074047
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAW;CABLE;VALVES;	ES: FIVE MILE MAINT SHOP	295.63	1900074391
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USE PERSON VEHICLE TO ANSWER ALARM AT LEEDS WWTP	ES: LEEDS WWTP	20.25	1900074296
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	8.10	1900074393
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOLS,SEALS	ES: VILLAGE MAINT SHOP	393.61	1900074396
DISTRICT 5	1002986	CHRISTINA K DECKER	USA V. JEFFCO STATUS CONF TRANSCRIPT 10/31/13	COUNTY ATTORNEY	463.13	1900074245
DISTRICT 5	1027526	UPCHURCH WATSON WHITE	MEDIATION-CONVERSION TECH. V. J.T. SMALLWOOD	COUNTY ATTORNEY	750.00	1900074110
DISTRICT 5	1031698	RANDY STILES	REFUND FOR OVERPAYMENT & FB W0-62633 (D)	FINANCE SEWER SERVICES	30.81	1900073979
DISTRICT 5	1031709	FREEMAN REESE	REFUND FOR PM ADJ & FINAL BILL W 0-46593 (D)	FINANCE SEWER SERVICES	101.45	1900073981
DISTRICT 5	1031725	LUKE HENDERSON	REFUND FOR OVERPAYMENT & FB N 4291-2734 (D)	FINANCE SEWER SERVICES	65.00	1900073982
DISTRICT 5	1031726	TAMIKA WHITE	REFUND FOR OVERPAYMENT & FB R 1-925002 (D)	FINANCE SEWER SERVICES	28.92	1900073983
DISTRICT 5	1031727	SHERRY - SAM CROWDER	REFUND FOR OVERPAYMENT & FB W0-5985 (D)	FINANCE SEWER SERVICES	177.99	1900073984
*DISTRICT 5					5,786.85	
**					19,746.56	

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

Dec-19-2013-966

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

For Week of 11/26/13 -12/02/13

1. ENVIRONMENTAL SERVICE WWTP FROM PUMP & PROCESS EQUIPMENT INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR FAIRBANK MORSE NON-CLOG WASTE WATER PUMPS ON AS NEEDED BASIS FOR THE PERIOD OF 12/01/13 -11/30/14. REFERENCE BID # 11-14
2. GENERAL SERVICES, COOPER GREEN MERCY HEALTH SERVICES AND ENVIRONMENTAL SERVICES FROM KONE INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR ELEVATOR SERVICE AND MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 01/01/14 - 12/31/16. REFERENCE BID # 170-13
3. COOPER GREEN MERCY HEALTH SERVICES: ADMINISTRATION FROM KONE INCORPORATED, MOLINE, IL, TO PAY OUTSTANDING INVOICE FOR KEY SWITCHES FOR ELEVATORS. SAP PURCHASE ORDER # 2000072246
\$7,965.00 TOTAL
4. GENERAL SERVICES DEPARTMENT / BESSEMER JAIL FACILITY FROM BLACK CREEK INTEGRATED SYSTEMS CORPORATION, IRONDALE, AL, TO PROVIDE PLC EQUIPMENT UPGRADE FOR BESSEMER JAIL FACILITY. VALIDATED AS SOLE SOURCE PROCUREMENT BY COUNTY ATTORNEY'S OFFICE.
SAP PURCHASE ORDER # 2000076867 \$276,263.00 TOTAL
5. ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINT MANAGEMENT SERVICE FOR PRINTER. SAP PURCHASE ORDER # 2000075436 CHANGE ORDER \$7,000.00
REFERENCE BID # 173-12 PURCHASE ORDER \$9,000.00 TOTAL

For Week of 12/03/13 -12/09/13

1. ENVIRONMENTAL SERVICES (TURKEY CREEK) FROM C C LYNCH & ASSOCIATES, PASS CHRISTIAN, MS, TO AWARD BID FOR REFRIGERATED SAMPLERS, FOUR (4) EACH AND BOTTLE CONFIGURATIONS ON AS NEEDED BASIS FOR THE PERIOD OF 12/19/13 - 12/18/14. REFERENCE BID # 14-14
2. BULK STORES AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FEMININE PRODUCTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 11/24/13 - 11/23/14. REFERENCE BID # 11-11
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM M-B COMPANIES INCORPORATED, NEW HOLSTEIN, WI, TO AWARD BID FOR PURCHASE OF PAINT STRIPING TRUCK. SAP PURCHASE ORDER # 2000076880
\$338,415.00 TOTAL REFERENCE BID # 7-14
4. YOUTH DETENTION FROM WOOD FRUITTICHER, BIRMINGHAM, AL, TO PAY INVOICE #3543341 FOR GROCERY ORDER. SAP PURCHASE ORDER # 2000076756 \$5,020.39 TOTAL
5. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM UNIVERSITY HOSPITAL (UAB HEALTH SYSTEMS), BIRMINGHAM, AL, TO PAY PAST DUE INVOICES FOR FLOW CYTOMETRY SERVICES.
SAP PURCHASE ORDER # 2000076875 \$6,789.90 TOTAL
6. COOPER GREEN MERCY HEALTH SERVICES (GENERAL SERVICES) FROM LIFE GAS DIVISION OF LINDE GAS NORTH AMERICA, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR BULK GASES. SAP PURCHASE ORDER # 2000068376 CHANGE ORDER \$ 8,179.54
REFERENCE BID # 18-10 PURCHASE ORDER \$45,679.54 TOTAL
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TOWN & COUNTRY FORD, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS TO BE PURCHASED ON AN AS NEEDED BASIS BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000075417 CHANGE ORDER \$10,000.00
PURCHASE ORDER \$20,000.00 TOTAL
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TOWN & COUNTRY FORD, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE REPAIR PARTS TO BE PURCHASED ON AN

AS NEEDED BASIS BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000075419 CHANGE ORDER \$20,000.00
PURCHASE ORDER \$28,000.00 TOTAL

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

Dec-19-2013-967

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Exceptions Report for the week of 11/26/13 - 12/2/13
and 12/3/13 - 12/9/13, be and hereby is approved.

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

Dec-19-2013-968

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 11/26/13 -
12/2/13 and 12/3/13 - 12/9/13, be and hereby is approved.

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

Dec-19-2013-969

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit
Union Visa credit card statement - closing date November 25, 2013.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization (8 participants) John Colburn, Kirk Epstein, Keith Fravert, David Hinkle, Bobby Jones, Mike Lasker, Ginger Morris & Ray Stodghill IAAO 102 Commercial Property Auburn CGS Hoover, AL – February 3-7, 2014	State funds	\$4,350.00
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Board of Equalization (2 participants) Jana McPherson & Roy Stodghill AL IV – Auburn CGS Hoover, AL – January 29-31, 2014		\$400.00
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Individual Staff Development

County Attorney David Carrington Investor Road Show New York, London, Chicago and Boston November 4, 5, 10-14 and 17-19, 2013		\$910.15
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Emergency Management Agency Horace Walker WebEOC Basic & Intermediate Board Building Training Brandenton, FL– December 2-6, 2013	\$961.80
Environmental Services David Denard Investor Road Show New York & Chicago – November 11-14, 2013	\$1,151.48
Environmental Services Natalie Kornegay 9 th Annual AL Engineering Ethics Day & How Regions Birmingham, AL – November 1 & December 3, 2013	\$90.00
For Information Only	
Personnel Board Cynthia Holiness ASCPA Annual Governmental Accounting & Auditing Forum Birmingham, AL – December 11-12, 2103	\$285.00

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

BUDGET TRANSACTIONS

1. General Services \$276,263
Shift funds within the Capital Funds to purchase a security system upgrade.

2. Information Technology \$250,000
Shift funds within the Capital Funds to purchase additional telephones to be transition onto the VoIP system.

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

Dec-19-2013-970

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Attachmate Corporation to provide maintenance support for Reflection, INFOConnect and DATABridge software for the period November 1, 2013 - October 31, 2014 in the amount of \$49,838.

CONTRACT NO: CON- CON-00005695

Software Maintenance and Support Agreement

THIS AGREEMENT entered into this 1st day of November 2013, by and between Jefferson County Alabama, hereinafter called "the County", and Attachmate Corporation called "the Contractor", located at 705 - 5th Avenue South, Suite 1100, Seattle, WA 98104. The effective date of this agreement shall be November 1, 2013.

WHEREAS, the County desires to contract for maintenance support for the Jefferson County Commissions, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said maintenance support to the Jefferson County Commission.

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: Contractor shall provide software and maintenance support for Reflection, INFOConnect and DATABridge (the "Software"). This contract and Attachmate Corporation quote # 16017.1, dated October 8, 2013 in the amount of \$49,838.00 describes the (i) applicable license terms for any updates to the Software that may be delivered as part of Maintenance and Technical Support Services

("Maintenance"); (ii) the scope which is the Software products covered by Maintenance and period of Maintenance; and in Section 5 of the quote terms of Maintenance and is adopted herein by reference and is attached hereto as Exhibit A. Those components constitute the entire agreement between the parties.

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 term expires on October 31, 2014, with the option to renew for two (2) additional one (1) year terms upon mutual agreement by the parties.

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. 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.

6. COMPENSATION: The contractor shall be compensated for annual software maintenance and support a sum of \$49,838.00.

7. PAYMENT TERMS: Net 30

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

[sic]

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: If applicable, upon request, 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. Maintenance fees are non-refundable.

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. .

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 from all causes of action with regards to claims of infringement or infringement of any copyright, trademark, or trade secret of any third party based on the County's use of the Software delivered as part of Maintenance , provided that Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. County may participate in such defense at its expense through counsel of its choosing. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using and licensing the Software, replace or modify the Software so that it becomes non-infringing, or if such remedies are not reasonably available, require return of the Software and provide Customer a refund based on the unamortized portion of the license fees paid for the returned Software, using straight-line 5-year depreciation. Notwithstanding the preceding provisions of this Section, Contractor shall have no indemnity obligations if a claim results solely from: (i) a correction or modification of the Software not provided, or consented to in advance, by Contractor, or (ii) the failure to promptly install an update if installation of such update would have avoided the infringement. All of Contractor's obligations under this Section shall survive the termination of this Agreement and shall not be subject to any limitation of liability contained in this Agreement or the Software License Agreement. This Section states Contractor's entire liability and County's exclusive remedy for any claim of infringement.

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. NOTWITHSTANDING THE FOREGOING, THE COUNTY'S BREACH OF THE LICENSE GRANT OR ANY UNLICENSED USE OF THE SOFTWARE IS EXCLUDED FROM THIS LIMITATION OF LIABILITY.

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 all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA
W. D. Carrington

ATTACHMATE CORPORATION
_____, Senior Corporate Counsel

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

Dec-19-2013-971

WHEREAS, the Jefferson County Commission resolves to authorize the Cisco equipment and software with Strategic Allied Technologies - Contract #5437 is not to exceed the amount of \$1,500,000.00 for fiscal year 2013 - 2014.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the amended Resolution to Strategic Allied Technologies Contract # 5437 be and hereby is approved.

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

Dec-19-2013-972

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Mike Hale, in his capacity as Sheriff of Jefferson County, Alabama.

Second Amendment and Extension to Agreement with the following to provide veterinary services to dogs assigned to the K9 Unit for FY2013-2014 in the amount of \$6,000 each.

- a. Hope Animal Clinic
- b. Clay-Chalkville Animal Clinic

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

Dec-19-2013-973

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Standard Form of Agreement between Jefferson County, Alabama and Metro D Construction, LLC to provide modifications to the Bessemer Jail Control Station - 3rd Floor in the amount of \$211,520.

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

Dec-19-2013-974

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and GKL Companies, Inc. for various roof replacement and repairs. Change Order is for the removal and disposal of asbestos pipe insulation and installation of a HydroStop Premium Coat System in the amount of \$17,340.04.

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

Dec-19-2013-975

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and MBA Engineers, Inc. to perform final condition assessment of the Courthouse parking deck necessary for documents to perform structural repairs and modifications as recommended in an amount not to exceed \$64,500.

Contract Amendment No. 1

This Amendment to Contract entered into the 12th day of September, 2013, between Jefferson County, Alabama, hereinafter referred to as "the County", and MBA Engineers, Inc., hereinafter referred to as the "Engineer" to provide Professional Engineering services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Engineer wishes to amend the Contract.

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

This contract results from Jefferson County's request for Structural Engineering Services for the Structural Evaluation and Repair of the Jefferson County Parking Deck located at the corner of Richard Arrington Jr. Blvd North and 8th Avenue North in Birmingham Alabama.

The Contract between the parties referenced above, which was approved by the Commission on September 12, 2013 and recorded in Minute Book 165, Pages 306-307, is hereby amended as follows:

- Amendment No. 1: SCOPE OF SERVICES: Perform final condition assessment of the parking deck as necessary for the Preparation of Construction documents (Specifications and Drawings) to perform structural repairs and modifications as recommended per the results of the "Structural Evaluation" report dated 10/18/2013. Repairs shall include but are not limited to; repair of concrete spalling and cracking, exposed steel reinforcement, deck sealant/elastomeric traffic coating removal and new penetrant sealant application for upper level and 4th floor level, expansion joint removal and replacement, the installation of an additional column in the "spiral" component of the deck assembly

and "metal fin" repair and modification to divert water accumulation on 4th floor. Services shall also include bidding assistance, advertising, standard construction management administration and field observation/documentation.

- Compensation: Structural Engineering and Architectural Services to be performed for a "Not to Exceed" lump sum of \$64,500.00 (sixty four thousand five hundred dollars), reimbursable expenses are included in the lump sum amount. Additional services, with formal written approval by Owner, shall be billed at the hourly rates in original agreement "Attachment "A".

- Contract Exclusions include; Special inspections as defined in International Building Code Chapter 17, Peer review, Mechanical, Electrical, Plumbing, Environmental Engineering, Closed space evaluation, ADA code compliance, Structural evaluation of vehicle barriers, and Structural analysis of existing members.

Contract History:

MBA Engineers Inc. was hired in October 2013 to provide Professional Engineering services to evaluate the condition of the Birmingham parking deck. The deck was built in 1972 and there are no records of substantial maintenance being performed on the deck since the original construction. County personnel observed the condition of exposed re-bar on the ramps, concrete cracking/ spalling and rain water ponding on the 4th level of the deck annex which prompted our recommendation to the Commission for a professional evaluation.

All terms and conditions of the original agreement, dated 9/12/2013 will remain the same.

JEFFERSON COUNTY COMMISSION

ENGINEER

W. D. Carrington, President

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

Dec-19-2013-976

BE RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Johnson Controls, Inc. to provide county-wide card key system upgrade in the amount of \$1,797,183.

PROPRIETARY SERVICES AGREEMENT

THIS AGREEMENT entered into this November 15, 2013, by and between Jefferson County Commission, hereinafter called "the County", and Johnson Controls, Inc. hereinafter called "the Contractor".

WHEREAS, the County desires to contract for software, hardware and installation services for the expansion of the "Cardkey" security access system.

WHEREAS, the Contractor desires to furnish said services to the General Services Department.

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

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

SOLE SOURCE MANUFACTURER/ PROPRIETARY STATEMENT: Sole manufacturer statement as described in Exhibit "A".

SCOPE OF SERVICES: Supply and install all hardware and software as described in Exhibit "B".

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twelve (12) months beginning November 15, 2013 through November 15, 2014. This agreement may be terminated for convenience and without cause by either party with 30 days written notice.

COMPENSATION: Lump Sum amount of \$1,797,183.00 (one million seven hundred ninety seven thousand, one hundred eighty three dollars. Of this amount \$37,319.00 is Cooper Green obligation.

REIMBURSABLE EXPENSES; All reimbursable expenses included in lump sum amount.

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:

Contractor: Johnson Controls, Inc.

511 Mineral Trace, Suite 200

Hoover, Alabama, 35244

Copy to: General Services Department

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.

Contractor	Jefferson County, Alabama
Wes Butler	W.D. Carrington
Account Executive, Security	President, Commissioner

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

Dec-19-2013-977

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C. to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners for FY2013-2014 in the amount of \$881,726.

AGREEMENT

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

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

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiner cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the University of Alabama Health Services Foundation, P.C., hereinafter referred to as UAHSF, on behalf of the UAB Department of Pathology; and

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

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

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

1. UAHSF shall provide the professional services of a Chief Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed as appointed Chief Coroner/Medical Examiner in accordance with Act 79-454. (A copy of which Act is attached hereto as if fully set out herein.)
 - b. Continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - c. Direct the staff of Coroner/Medical Examiner, representatives and agents appointed by the governing body subject to the supervision of the Jefferson County Commission and pursuant to the rules and regulations promulgated by the Coroner/Medical Examiner's Commission.
 - d. Obtain and carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
 - e. After termination from such position as Chief Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
2. UAHSF shall provide the professional services of two (2) Associate Coroner/Medical Examiners and a relief Associate Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law of the Chief

Coroner/Medical Examiner, to be performed as the appointed Associate Coroner/Medical Examiners in accordance with Act 79-454.

b. As Associate Coroner/Medical Examiners, continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.

c. Obtain or carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.

d. After termination from such position as Associate Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.

3. UAHSF shall provide professional liability insurance and general liability, including automobile insurance or self-insurance for the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners each in the amount of \$1 million per occurrence and \$3 million annual aggregate for this contract period.

4. UAHSF shall maintain a back-up resource to provide irregular, temporary or relief medical examiner support services on a sporadic basis during the term of the agreement. Said services shall be assigned by the Chief Coroner/Medical Examiner in accordance with the duties required by Act 79-454.

5. Jefferson County shall:

a. Appoint by appropriate resolution a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners to carry out the duties of Act 79-454 those persons offered by the UAHSF who are deemed qualified hereunder by Jefferson County.

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

October, 2013	\$ 72,086.00	April, 2014	\$ 72,086.00
November, 2013	\$ 72,086.00	May, 2014	\$ 72,086.00
December, 2013	\$ 72,086.00	June, 2014	\$ 72,086.00
January, 2014	\$ 72,086.00	July, 2014	\$ 72,086.00
February, 2014	\$ 72,086.00	August, 2014	\$ 72,086.00
March, 2014	\$ 72,086.00	September, 2014	\$ 72,086.00

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

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

e. Pay the UAHSF a one-time payment of \$16,694.00 for medical liability insurance for the fiscal period October 1, 2013 through September 30, 2014.

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

7. This agreement shall commence on October 1, 2013 and shall end on September 30, 2014. Said agreement may be terminated by either party on thirty (30) days written notice to the other, either in its entirety or terminated only as to the position of Chief Coroner/Medical Examiner or either position of Associate Coroner/Medical Examiner (in which case the Agreement shall remain in full force and effect as to the other positions). This agreement shall be terminated immediately as to the position of Chief Coroner/Medical Examiner or Associate Coroner/Medical Examiner upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

8. 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of 2013.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONCUR:

Kevin A. Roth, M.D.

Professor & Chairman

Department of Pathology

University of Alabama at Birmingham

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C. on behalf of the UAB Department of Pathology

_____, Executive Vice-President

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

Dec-19-2013-978

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C. to provide toxicology services for FY2013-2014 in the amount of \$190,278.

AGREEMENT

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

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

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Consultant Toxicologist cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the University of Alabama Health Services Foundation, P.C., hereinafter referred to as UAHSF, on behalf of the UAB Department of Pathology; and

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

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

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

1. UAHSF shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed by the Chief Coroner/Medical Examiner in accordance with Act 79-454 as if fully set out herein relating to required Toxicological examinations of tissues and fluids.
 - b. Continuously fulfill the technical and educational qualifications and requirements for such consultations as directed by the Chief Coroner/Medical Examiner.
 - c. Direct and supervise any personnel serving as representatives or agents in the performance of necessary testing to ensure compliance with those duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Toxicologist has knowledge.
2. UAHSF shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter directed by the Chief Coroner/Medical Examiner

in accordance with Act 79-454.

b. As Consultant Toxicologist continuously fulfill all technical and educational qualifications in accordance with the directions of Chief Coroner/Medical Examiner and Act 79-454.

c. Carry out reasonable and necessary toxicological and procedures as required for a high level of performance of the duties required of the Chief Coroner/Medical Examiner by Act 79-454.

d. , After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Consultant Toxicologist has knowledge.

3. UAHSF shall provide professional liability insurance coverage or self-insurance for the incumbent Consultant Toxicologist for this contract period.

4. Jefferson County shall:

a. Appoint by appropriate resolution as Consultant Toxicologist to carry out the duties of Act 79-454 that person offered by UAHSF who is deemed qualified hereunder by Jefferson County.

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

October, 2013	\$15,856.50	April, 2014	\$15,856.50
November, 2013	\$15,856.50	May, 2014	\$15,856.50
December, 2013	\$15,856.50	June, 2014	\$15,856.50
January, 2014	\$15,856.50	July, 2014	\$15,856.50
February, 2014	\$15,856.50	August, 2014	\$15,856.50
March, 2014	\$15,856.50	September, 2014	\$15,856.50

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

6. This agreement shall commence on October 1, 2013 and shall end on September 30, 2014. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall terminate immediately upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

7. 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 there from.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of _____, 2013.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONCUR:

Kevin A. Roth, M.D.

Professor and Chairman

Department of Pathology

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C. on behalf of the UAB Department of Pathology

_____, Executive Vice-President

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

Dec-19-2013-979

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979, amended Section 967, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Section 4 of Act No. 79-454, states that, "When there is more than one coroner-medical examiner on staff, the governing body shall designate one of them as the Chief Coroner-Medical Examiner"; and

WHEREAS, in accordance with Act 79-454, the Jefferson County Commission acknowledges the Jefferson County Coroner/Medical Examiner Commission's recommendation regarding the appointment of a Chief Coroner/Medical Examiner for Jefferson County; and

WHEREAS, Gregory G. Davis, M.D., Associate Coroner/Medical Examiner for the Jefferson County Coroner/Medical Examiner Office since 1993 and Forensics Division Director and Professor, Department Of Pathology, Forensics Division, University of Alabama at Birmingham, is licensed to practice medicine in the State of Alabama and is recognized and trained in forensic medicine and pathology.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in accordance with Act 79-454, Gregory G. Davis, M.D be, and hereby is, appointed Chief Coroner/Medical Examiner effective, Thursday, November 21st 2013.

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

Dec-16-2013-980

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to Contract between Jefferson County, Alabama and Phillips Medical Systems to provide radiology (mammography system, Swissray Modulaire, ultrasound system and C-Arm) maintenance services for the FY2012-2013 in the amount of \$65,211.04.

Contract ID: CON-00004713

BID: 15-12

AMENDMENT TO CONTRACT

This Amendment to the Contract entered into this 22nd day January 2013 by and between Jefferson County, Alabama, through Cooper Green Mercy (hereinafter called "the County") and Philips Medical Systems. (Hereinafter called "the Contractor").

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 referenced above, which was approved by the Jefferson County Commission on the 17th day of July 2012, and recorded in Minute Book 163, Pages 349-350, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2012 through September 30, 2013.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

COOPER GREEN MERCY

CONTRACTOR

Philips Healthcare

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

Dec-19-2013-981

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

- a. Cooperative Agreement Alabama Emergency Management Agency for FY2013 Emergency Management Performance Grant

award of \$250,584 in support of comprehensive planning processes that seek to enhance emergency management and catastrophic planning capabilities

- b. Hazard Mitigation Grant Program funds from Alabama Emergency Management Agency in the amount of \$27,500 (federal funds \$20,625 – non-federal funds \$6,875) for local hazard mitigation plan update

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

Dec-19-2013-982

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Youth Services Grant/Subsidy Agreement between Jefferson County, Alabama and Alabama Department of Youth Services for each licensed bed (80) in detention center.

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT

PART I FUNDS

The Alabama Department of Youth Services hereby awards to Jefferson County Commission (hereinafter called Recipient) the amount of Eight thousand, one hundred seven and 60/100 dollars (\$8,107.60) for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975) The funds may be used for the period October 1, 2013 through September 30, 2014, for providing at least one detention bed per county for the following counties: Jefferson

DYS shall pay to Recipient for the benefit of each county, eight thousand one hundred seven and 60/100 dollars (\$8,107.60) per county, payable by installment for detention services in accordance with the applicable rules, regulations and conditions of the Department as approved by the Board of Youth Services on June 25, 1993. The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

Acceptance of Award Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the day of , 2013.

Accepted by: W. D. Carrington, President - Jefferson County Commission

J. Walter Wood, Jr., Executive Director

Department of Youth Services

Legal Counsel

Department of Youth Services Reviewed for legal form.

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT

PART II FUNDS

The Alabama Department of Youth Services hereby awards to Jefferson County Commission (hereinafter called Recipient) the amount of Three hundred two thousand, five hundred twelve dollars (\$302,512.00), pursuant to DYS community grant/subsidy authorization (Title 44-1-28, Code of Alabama 1975) and the funding formula set forth by the Department of Youth Services Board. The funds may be used for the period October 1, 2013 through September 30, 2014, for detention services in accordance with the Minimum Standards for Juvenile Detention Facilities.

The Recipient shall administer the services for which this grant/subsidy is awarded in accordance with the applicable rules, regulations and conditions of the Department as approved by the Youth Services' Board on June 25, 1993.

Recipient agrees to hold AWOLs from DYS at the request of DYS for up to 72 hours without charge to DYS.

The grant/subsidy award contained herein is for a period of twelve months, payable by installment, subject to the availability of funds and adjustments by the Alabama Department of Youth Services Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

Acceptance of Award Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _ day of

Accepted by: W. D. Carrington, President - Jefferson County Commission
J. Walter Wood, Jr., Executive Director
Department of Youth Services
Legal Counsel
Department of Youth Services Reviewed for legal form.

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

Dec-19-2013-983

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

Dec-19-2013-984

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the BJC Animal Control for \$3,562.50 from the Animal Control Escrow Account to be used to replace two heaters in the East Kennel, be and hereby is approved

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

Dec-19-2013-985

WHEREAS, American Truck Driving Academy desires to provide truck driving 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 October 2, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Dec-19-2013-986

WHEREAS, American Truck Driving Academy desires to provide truck driving 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 October 2, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Dec-19-2013-987

WHEREAS, Phlebotomy Ink Training & Staffing Agency desires to provide ECG Technician and Patient Care Technician 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 October 2, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Dec-19-2013-988

WHEREAS, Phlebotomy Ink Training & Staffing Agency desires to provide ECG Technician and Patient Care Technician 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 October 2, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Dec-19-2013-989

WHEREAS, the Jefferson County Commission has been designated by the Alabama Department of Economic and Community Affairs as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Program Participant #118831 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with James Varner to make rental payments on behalf of Program Participant #118831 for an amount not to exceed \$6,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and James Varner for an amount not to exceed Six Thousand and no/100 Dollars (\$6,000.00). This agreement is from Program Year 2012 state funds.

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

Dec-19-2013-990

WHEREAS, the Consolidated Plan regulations at 24 CFR 91.520 require grantees to provide a summary of progress in carrying out the strategic plan and action plan components of the Consolidated Plan through Consolidated Annual Performance and Evaluation Reports; and

WHEREAS, the Annual Performance and Evaluation Report contains a summary of resources and programmatic accomplishments, the status of actions taken during the year to implement our overall strategy, and a self-evaluation of progress made during the past year; and

WHEREAS, Jefferson County is a recipient of CDBG, HOME, and ESG entitlement funds and has certified that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of such funds;

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Consolidated Annual Performance and Evaluation Report [CAPER] for Program Year 2012.

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

Dec-19-2013-991

Whereas, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Graysville East Ball Park Improvements (CDBG12-03F-M03-GEP)

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

Dec-19-2013-992

Whereas, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing HOME programs; and

Whereas, the Jefferson County Office of Community & Economic Development has to complete the federally mandated Environmental Review process for the proposed Flats at Colebridge Special Needs Rental Housing for the Elderly development, to be located in the City of Tarrant, as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that Commission President, W.D. Carrington, is authorized and hereby directed to execute the Finding of No Significant Impact for the proposed Flats at Colebridge Special Needs Rental Housing for the Elderly development in the City of Tarrant.

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

Dec-19-2013-993

Whereas, the HOME Investment Partnerships Program (HOME Program) is authorized by the Congress of the United States of America under the HOME Investment Partnerships Act (as amended) and identified as Public Law 101-625, Title II as Amended, and requires that certain environmental clearance procedures be performed pursuant to making application to the U.S. Department of Housing and Urban Development for HOME Program grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President, W.D. Carrington, is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the proposed Flats at Colebridge Special Needs Rental Housing for the Elderly development in the City of Tarrant, Alabama.

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

Dec-19-2013-994

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded to Jefferson County, Alabama Community Development Block Grant Disaster Recovery funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). In order to receive said funds, Jefferson County had to submit to HUD a Substantial Amendment along with the Standard 424 Form, certifications, and citizens comments received during a 7-day comment period; and

WHEREAS, The Jefferson County Commission finds that said grants are vitally needed for providing assistance with unmet needs in the categories of owner occupied housing rehabilitation, home rebuilding and purchases, debris removal, demolition, public facilities, infrastructure, non-housing rehabilitation, economic development micro-loans, and planning in the affected areas.

WHEREAS, The Jefferson County Office of Community & Economic Development had developed a list of proposed activities for the Proposed 2012 CDBG-DR One-Year Action Plan, based on the needs of the affected areas as addressed in a series of public hearings and an assessment of the priority of those needs; and

WHEREAS, it is necessary to amend the activities to include home purchases and reallocate funds within activities.

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 amend the 2012 CDBG-DR; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to submit to the U.S. Department of Housing and Urban Development the Amendment #1 to the 2012 CDBG-DR One-Year Action Plan upon completion of the 7-day comment period.

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

Dec-19-2013-995

WHEREAS, a mortgage was executed by Community Service Programs of West Alabama, Inc., dated March 17, 1998, and recorded in Real 9861 Page 0862 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

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

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

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

Dec-19-2013-996

WHEREAS, the Jefferson County Workforce Investment Board (WIB) has revised the Travel Policy regarding the local WIA board travel.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Travel Policy for the Jefferson County Workforce Investment Board is approved.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Chief Financial Officer is authorized to reimburse each board member approved for travel by the WIB for expenses incurred in accordance with the approved Board Travel Policy.

Jefferson County Workforce Investment Board

Policy No. PY05 Adm-01; Revision # 01

Travel Policy

Purpose and Background

The Governor has designated Jefferson County as a Local Workforce Investment Area (LWIA) under the federal Workforce Investment Act of 1998 (WIA). The Jefferson County Workforce Investment Board (WIB), appointed by the Jefferson County Commission, acts as the overseer of WIA programs in Jefferson County. Over half the members of the WIB are from the private sector and serve as community volunteers without financial compensation. The remaining members of this "business-led" board represent partner agencies. The WIB is staffed through the Jefferson County Department of Community & Economic Development, but financed with WIA administration funds.

The Workforce Investment Board realizes the importance of having well-informed and well-trained board members and encourages its members to participate in regional, state and national workforce related training seminars and conferences.

In an effort to minimize any financial hardship service to the WIB may cause its members and in order to sponsor and encourage member participation at training sessions and conferences, the WIB reimburses members for qualified travel expenses (as set forth by the Policy) incurred during service to the WIB. This policy is meant to set forth the guidelines for such spending and reimbursement and to reflect and accommodate the unique requirements of WIB members. It is based on the Jefferson County Staff Development Policy, as amended.

General Guidelines

WIB members traveling on WIB-related business should do so in the most reasonable economic manner possible. This would include obtaining government rates or special conference rates at hotels, "shopping" for reasonable airfares, and using public transportation if available and reasonably convenient. Carpooling is encouraged but not required.

Conference Attendance

Any WIB member wishing to attend a conference/training session should submit his/her application of interest to the WIB staff. The WIB staff will prepare an estimate of costs for the conference/training session and then submit the request to the Executive Committee. It is preferable that the applications be submitted to the Executive Committee at least 60 days prior to the conference/training. The Executive Committee will determine the funding available for any given conference/training. It is the intention of the Workforce Investment Board to offer training to as many members as possible within the funding appropriated for a particular conference or training. Attendance priority will be given to those member applicants who serve as officers of the WIB, who have not previously attended a training session or conference, and/or to those who are new to the Board. The Chair of the WIB will resolve any conflicts that may arise regarding conference attendance.

Members who represent partner organizations and who have training funds available from those organizations should use those funds, whenever possible, prior to asking for WIA sponsorship. Members who attend conferences and/or training sessions are expected to make a report to the full WIB at the next regular meeting of the WIB following the conference detailing what was learned as a result of the approved travel.

Once a member has been approved for a conference/training, staff will complete the necessary travel request forms and submit them to the fiscal division of the Department of Community & Economic Development for processing.

Travel Arrangements

Upon approval, staff will be responsible for the coordination of conference registration arrangements, hotel reservations and transportation reservations.

Conference/Training Expenses

Conference/training registration fees will be paid from WIB funds directly to the conference/training provider. No out-of-pocket expenses for conference registration fees shall be incurred by WIB members, unless, last minute registration precludes prepayment.

Hotel accommodations will be reimbursed on an actual cost basis and must be supported by a receipt. Lodging includes room rental charges, taxes, and parking (if applicable) and does not include any miscellaneous charges, i.e., tips, movies, room service, mini-bar, and cleaning bills.

Mileage will be reimbursed at the Jefferson County approved rate. That rate will be adjusted periodically to reflect the current rate established by the Internal Revenue Service (IRS). Odometer readings will be required indicating the beginning miles and ending miles of the trip.

Car Rental will be reimbursed in the city of the conference/training if approval is obtained in advance of the scheduled conference/training.

Intracity transportation (in city of conference/training) expenses including taxis, shuttles, and public transportation will be reimbursed.

Toll charges are reimbursable expenses up to \$50.00.

Parking is a reimbursable expense. Members are encouraged to use self-park garages when possible.

Meals and other expenses are reimbursable at the per diem rate of \$34.00; however in some IRS designated "higher rate" cities, the per diem will be greater. Staff will ascertain those higher rates, include them on the member's Travel Request form, and notify the member accordingly. A maximum of two quarters of per diem will be allowed for travel to or from an event.

Prohibitions

Workforce Investment Act funds may not be used for foreign travel or for the purchase of alcoholic beverages.

Receipts

Receipts are required for reimbursement of conference/training registration, hotel accommodations, transportation fares, toll fees, parking charges, and taxi fares.

Reimbursement requests should be submitted for payment within 7 business days of returning. Receipts are not necessary for meals.

Commission Reports

Quarterly (January 1, April 1, October 1,) the WIB shall provide the Commission a summary report of travel approved by WIB, which shall for each approved trip include the name of the member who traveled, the destination city and event, the total cost of travel and the dates of the travel.

Title	Travel Policy	
Policy Number	PY05 Adm-01	Revision Number 1
Effective Date		Revision Date
Adopted Comm.	Executive Committee	Date:
Adopted		Attest:
WIB		

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

Dec-19-2013-997

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: December 9, 2013

Purpose: Payment of Storm Water Fees and Taxes for the Department of Roads and Transportation and the Department of Environmental Services - December 2013
 2012 Storm Water Fees and Taxes \$2,320.00

Rds. and Transportation - General Services - (Separate Check)

Fund	Bus Area	GL	Cost/Fund	Functional Area	
1013000000	5300	515710	5300000000	THRO	
				2013 Storm Water Fees and Taxes	\$4,851.80

Environmental Services - (Separate Check)

Fund	Bus. Area	GL	Cost/Fund	Functional Area
7034000000	7100	515710	7100000000	ESSA

Amount: \$7,171.80 - Total to be paid on separate checks as referenced

Pay to the Order of J. T. Smallwood, Tax Collector

Mailing Address: Courthouse
 Room 160

Check Delivery Code 84

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

Dec-19-2013-998

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Bentley Systems, Inc. to provide MicroStation and Power InRoads software license and maintenance support for the period December 31, 2013 - December 30, 2016 in the amount of \$15,571 (1st Year), \$3,125.50 (2nd Year) and \$3,125.50 (3rd Year).

CONTRACT NO. CON000005831

MicroStation and Power InRoads Software License and Maintenance Support

THIS AGREEMENT entered into this _ day of November, 2013, by and between Jefferson County Alabama hereinafter called "the County", and Bentley Systems, Incorporated, hereinafter called the contractor", located at 685 Stockton Drive, Exton, PA 19341. The effective date of this agreement shall be December 31, 2013.

WHEREAS, the County desires to contract for Bentley Software, Upgrades, Maintenance and Support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said service to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Commission ITB 114-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Jefferson County Commission ITB 114-13, as modified and submitted, the response from Bentley Systems, Incorporated, the Bentley SELECT Program Agreement, and this document constitute the entire Agreement between the parties. This Agreement shall control over all other agreements.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on December 30, 2016.
4. COMPENSATION: First year \$15,751.00, second year \$3,125.50, third year \$3,125.50.
5. PAYMENT TERMS: Contractor will invoice software upon date of execution of this Agreement. Maintenance will be invoiced annually in advance. Invoice payment net 30.
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any 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.

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

8. **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.

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.

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. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the violation of this Section 12. Liability by the Contractor, its agents, subcontractors or employees under this Contract.

13. **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.

14. **AMENDMENT OF AGREEMENT:** This Agreement, together with Bentley SELECT Program Agreement CLA No. 16131829, contain the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

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

16. **STATEMENT OF COMPLIANCE:** 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.

17. **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.

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

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 Commission

W.D. CARRINGTON, PRESIDENT

Bentley Systems, Incorporated

_____, Vice President

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

Dec-19-2013-999

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

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

Dec-19-2013-1000

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amended Assurances (Fiscal Year 2104) to Alabama Department of Senior Services that the Jefferson County Office of Senior Citizens Services will provide services to older adults as required under the Older Americans Act of 1965.

ASSURANCES (Fiscal Year 2014)

Listing of Area Plan Assurances and Required Activities Older Americans Act of 1965, As Amended Requirements

1. Each Operating Agency will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, and protective services, defense of guardianship, abuse, neglect, and age discrimination. [Source: OAA, Sec. 307(a)(11)(E)]

2. Each Operating Agency providing for services for the prevention of abuse of older individuals will conduct a program consistent with relevant State law and coordinated with existing State adult protective service activities for-

(A) public education to identify and prevent abuse of older individuals;

(B) receipt of reports of abuse of older individuals;

(C) active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance where appropriate and consented to by the parties to be referred; and

(D) referral of complaints to law enforcement or public protective service agencies where appropriate.

[Source: OAA, Sec. 307(a) (12)]

3. Each Operating Agency will conduct efforts to facilitate the coordination of community-based, long-term care services and options and benefits counseling, pursuant to section 306(a)(7), for older individuals who-

(A) reside at home and are at risk of institutionalization because of limitations on their ability to function independently;

(B) are patients in hospitals and are at risk of prolonged institutionalization; or

(C) are patients in long-term care facilities, but who can return to their homes if community-based services are provided to them.

[Source: OAA, Sec. 307(a)(18)]

4. Each Operating Agency will provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care. [Source: OAA, Sec. 307(a)(27)]

5. Each Area Plan will include information detailing how the Operating Agency will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, Local and State governments and other institutions that have responsibility for disaster relief service delivery.

[Source: OAA, Sec. 306(a) (17)]

6. Each Operating Agency is responsible for maintaining compliance with all current ADSS Information Technology policies and procedures applicable to the Operating Agency. The ADSS Information Technology policies and procedures are available on the ADSS intranet.

7. Each Operating Agency is responsible for monitoring and maintaining compliance with the current Alabama Elderly Nutrition Program Manual.

8. Each Operating Agency is responsible for monitoring and maintaining compliance with the current SenioRx Guidelines.

9. Each Operating Agency is responsible for monitoring and maintaining compliance with the current Alabama Cares Guidelines.

10. Each Operating Agency is responsible for monitoring and maintaining compliance with the current Senior Community Service Employment Program's Guidelines.

11. Each Operating Agency is responsible for monitoring and maintaining compliance with the current Medicaid Waiver Contract and Scope of Service.

12. Each Operating Agency is responsible for monitoring and maintaining compliance with the current State Health Insurance Assistance Program (SHIP) Guidelines.

13. Each Operating Agency is responsible for monitoring and maintaining compliance with any other contractual agreements as well as program and fiscal guidance.

14. Each Operating Agency agrees to operate under the business model of Aging and Disability Resource Centers as a "No Wrong Door" to services and supports, following guidance and work agreements from ADSS and the Alabama Medicaid Agency.

15. Each Operating Agency is responsible for maintaining compliance with all current ADSS HIPAA training program policies and procedures available on the ADSS intranet. Additionally, each Operating Agency must assure each employee reviews the Operating Agency HIPAA training program annually and provides the executed receipt of HIPAA training form annually to their agency HIPAA Officer for the retention in HIPAA and Personnel files.

16. Each Operating Agency is responsible for maintaining compliance with the following requirements concerning conflict of interest, administrative and fiscal procedures:

(A) The Area Plan, Assurances and other Memorandums of Understanding serve as the contractual relationship with the State Unit to provide services to persons over age 60, persons with disabilities where appropriate and their caregivers.

(B) Conflict of Interest:

(i) The Operating Agency will not contract with any individual, or member of the immediate family of an individual, subject to a conflict of interest; and ensure that no officer or employee or representative of any entity with which the OA contracts, or member of the immediate family of the officer, employee, or representative, is subject to a conflict of interest.

(ii) If a conflict is found, it will be grounds for immediate termination of the contract between the Operating Agency and the individual or entity and language to that effect must be included in the contract between the Operating Agency and the vendor.

(iii) Further, each OA must institute and follow its own conflict of interest policies for its staff, board of directors, and contractors including appropriate procedures for disclosure.

(iv) The Alabama Ethics Law will be followed by all parties. Alabama Code §36-25-1 et seq.

17. Administrative and Fiscal Procedures

(A) The Operating Agency will have available for inspection the following documents that should be updated at a minimum every three years although they may be updated more frequently as needed:

(i) Accounting and Administrative Procedures to include but not limited to:

(I) Contract Development and Monitoring Procedures

(II) By-laws

(III) Grievance procedure for clients

(B) Organizational charts should be updated annually with any changes.

(C) If operating under a Board of Directors, the Operating Agency should have available for inspection the following documents that should be updated at a minimum every three years although they may be updated more frequently as needed:

(i) Board of Directors Training Manual

(ii) Board of Directors Conflict of Interest Policy

(iii) Minutes of all Board meetings

The Operating Agency will comply with the provisions of the any and all applicable amendments to the Older Americans Act, its regulations, and other laws and regulations which may become applicable in all its practices, policies, programs, and facilities during the period covered by this Area Plan on Aging.

Sec. 306 (a), AREA PLANS

(1) DELETED

(2) Each Operating Agency shall provide assurances that an adequate proportion, as required under section 307(a) (2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services –

(A) services associated with access to services (transportation, health services (including mental health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services);

(B) in-home services, including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

(C) legal assistance; and assurances that the Operating Agency will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded.

(4)(A)(i)(I) provide assurances that the Operating Agency will-

(aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;

(bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and

(4)(A)(i)(II) include proposed methods to achieve the objectives described in items (aa) and (bb) of sub clause (I);

(4)(A)(ii) provide assurances that the Operating Agency will include in each agreement made with a provider of any service under this title, a requirement that such provider will

(I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;

(II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

(III) meet specific objectives established by the Operating Agency, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area; and

(4)(A)(iii) With respect to the fiscal year preceding the fiscal year for which such plan is prepared, each Operating Agency shall –

(I) identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area;

(II) describe the methods used to satisfy the service needs of such minority older individuals; and (III) provide information on the extent to which the Operating Agency met the objectives described in clause (a) (4) (A)(i).

(4)(B)(i) Each Operating Agency shall provide assurances that outreach efforts will identify individuals eligible for assistance under this Act, with special emphasis on--

(I) older individuals residing in rural areas;

(II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(IV) older individuals with severe disabilities;

(V) older individuals with limited English proficiency;

(VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and

(VII) older individuals at risk for institutional placement; and

(4)(C) Each Operating Agency shall provide assurance that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas.

(5) Each Operating Agency shall provide assurances that the agency will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities.

(6)(F) Each Operating Agency will: in coordination with the State agency and with the State agency responsible for mental health services, increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental health services (including mental health screenings) provided with funds expended by the operating agency in collaboration with mental health services provided by community health centers and by other public agencies and nonprofit private organizations;

(9) Each Operating Agency shall provide assurances that the agency, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2000 in carrying out such a program under this title.

(11) Each Operating Agency shall provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as "older Native Americans"), including –

(A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the Agency will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;

(B) Assurance that to the maximum extent practicable, coordination of services the agency provides under this title with services provided under title VI; and

(C) An assurance that services under the area plan are available, to older Native Americans.

(13)(A) Each Operating Agency shall provide assurances that they have a conflict of interest policy and shall certify they have reviewed with Board of Directors and Staff. (13)(B) Each Operating Agency shall provide .assurances that the agency will disclose to the Assistant Secretary and the State agency –

(i) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and

(ii) the nature of such contract or such relationship.

(13)(C) Each Operating Agency shall provide assurances that the agency will demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such non-govern mental contracts or such commercial relationships.

(13)(D) Each Operating Agency shall provide assurances that the agency will demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such non-governmental contracts or commercial relationships.

(13)(E) Each Operating Agency shall provide assurances that the agency will, on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals.

(14) Each Operating Agency shall provide assurances that funds received under this title will not be used to pay any part of a cost (including administrative cost) incurred by the Operating Agency to carry out a contract or commercial relationship that is not carried out to implement this title. Grant funds may not be used to supplant State or local funds that would, in the absence of Federal aid, be available or forthcoming from other fund sources. Instead, grant funds must be used to increase the total amount of such other funds used for Aging and Disability Services. A grant recipient may not use Federal grant funds to defray any costs that the recipient already is obligated to pay.

(15) provide assurances that funds received under this title will be used

(A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4) (A) (i); and

(B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212; ADSS, federal and state auditors will have access to review any and all financial records of the operating agency and its contractors relating directly or indirectly to Aging and Disability Programs. Source: Administration on Aging, Program Instruction AoA-PI-12-03

W. D. Carrington, President - Jefferson County Commission

_____ (Area Agency on Aging Director)

_____ (Agency Executive Director, where applicable)

_____ (Chairman, Board of Directors)

_____ (Name of Agency)

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

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the following item be added as New Business. Voting "Aye" Bowman, Brown, Carrington, Knight and Stephens

BUDGET TRANSACTIONS

1. Revenue \$400,000

Shift funds to cover the addition of eighteen (18) Accounting Assistant I's, one (1) Administrative Clerk and one (1) Accounting Assistant II positions.

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

Thereupon the Commission Meeting was recessed.

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

President

ATTEST

Minute Clerk

END OF MINUTE BOOK 165