

STATE OF ALABAMA)

JEFFERSON COUNTY) February 13, 2014

The Commission convened in regular session at the Birmingham Courthouse at 10:30 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 Knight seconded by Commissioner Stephens that the Minutes of January 31, 2014, be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

The Commission met in Work Session on February 13, 2014, and approved the following items to be placed on the February 13, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 18.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 5 and one additional item.
- 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 19.

Feb-13-2014-84

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Martin Evans is hereby appointed to serve as a member of the Planning & Zoning Commission to fill the unexpired term of Cay Alby such term to begin immediately and to expire on December 15, 2014.

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

Feb-13-2014-85

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action: Jeremy Romine, Sheriff's Office was granted a military leave of absence from March 9, 2013 to January 3, 2014 and the amount of pension contributions due Jeremy Romine is \$2,525.86 plus the County matching contributions of \$2,525.86 for a total of \$5,051.72.

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

Feb-13-2014-86

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 Innovyze, Inc. to provide maintenance and support for LAN Infoworks CS and CS Viewer for the period January 15, 2014 - January 14, 2015 in the amount of \$7,643.

CONTRACT NO.: 4703

Contract Amendment No. 1

This Amendment to Contract between Jefferson County, Alabama, and Innovyze, Inc. to provide Maintenance and Support-LAN Infoworks CS and CS Viewer.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Jefferson County Commission on June 26, 2012 and recorded in the MB 163, Pages 268-272; is hereby amended as follows:

- 3. AMEND TERM: January 15, 2014 - January 14, 2015
- ADD: State of Compliance with Alabama Code Section 31-13-9

By signing this Agreement, 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 remains the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Erick Heath, Vice President, Innovyze, Inc.

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

Feb-13-2014-87

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and Alabama Power Company to provide electrical service to the Birmingham Race Course Pump Station. The existing transformer at the pump station is undersized and the new contract for electrical service increases the transformer capacity which will improve power reliability and reduce the likelihood of outages.

CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT for electric service is entered into this day of , 2013, between Alabama Power Company and Jefferson County Commission.

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

- 1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.
- 2. Rules, Regulations and Rates. Alabama state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Alabama Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Contract as provided by law. Copies of current rules, regulations and applicable rate schedules will be provided by Company upon Customer's request and are available for viewing on Company's website <http://www.alabamapower.com>.
- 3. Term. The term of this Contract shall be 1 ears) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.
- 4. Service to Premises.

The characteristics of the service to be furnished under this Contract are as follows:

- a. Premises Location: 1000 John Rowers Drive
- b. Frequency: Approximately Sixty (60) Hertz
- c. Voltage and Phase: 227/480 and 3 Phase

- d. Delivery Point: The point of connection between Company's 227/480 volt service conductors from its 225 kVA, 277/480 volt, three phase transformer bank and Customer's 227/480 volt, three phase service entrance at Birmingham Race Course Pump Station facility.
 - e. Rate Schedule(s): XLPTS
 - f. Service Level: Transmission Primary Secondary
 - g. Rate Rider(s): None.
 - h. Commencement of Electric Service Not Later Than: Next effective meter reading
 - i. Contract Capacity: 80 kW
 - j. Minimum Billing Demand: See Rate Schedule
5. Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.
6. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.
7. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.
8. Assignment of Contract. Customer shall not assign this Contract without written consent of Company.
9. Remedies. In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.
10. Non-waiver. The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.
11. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premises identified in Paragraph 4. herein. This document, those documents incorporated by reference, and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in Paragraph 2. above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Alabama.
12. "In consideration of the Company's willingness to allow the Customer to contract: for 80 KW, which is less than the capacity of facilities maintained at the request of the Customer, the Customer agrees to pay for 150 KVA of excess transformer capacity at the rate for such excess capacity stated in the Special Rules Governing Application of Commercial and Industrial Rates, Rule 5, or at such lawful rates as may supersede the same.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

JEFFERSON COUNTY, AL

W. D. Carrington, President - Jefferson County Commission

ALABAMA POWER COMPANY

Gavin Stockli, Industrial Account Manager

APPROVED:

By:

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

Feb-13-2014-88

JEFFERSON COUNTY COMMISSION RESOLUTION

TAX LEVY 2014

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

COUNTY PURPOSES

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

SCHOOL PURPOSES
Countywide

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

SCHOOL PURPOSES
District

(Jefferson County School Tax District)

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

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

(Bessemer School Tax District)
#52

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

(Birmingham School Tax District)
#30-39, 54, 63 and 65

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

(Fairfield School Tax District)
#55

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

(Homewood School Tax District)
#12

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

**(Hoover School Tax District)
#66**

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

**(Leeds School Tax District)
#15**

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

**(Midfield School Tax District)
#58**

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

**(Mountain Brook School Tax District)
#17**

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

**(Tarrant School Tax District)
#18**

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

**(Trussville School Tax District)
#6**

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

**(Vestavia Hills School Tax District)
#20**

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

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

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

Feb-13-2014-89

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle all claims and potential claims which Dr. Sandral Hullett and her counsel may have against Jefferson County, including the adversarial proceedings styled *Dr. Sandral Hullett v. Personnel Board of Jefferson County, Alabama*, Civil Action No. CV 2013-0413 and *Jefferson County Commission, d/b/a Cooper Green Mercy Hospital v. Personnel Board of Jefferson County*, Civil Action CV 0213-902085, pending in the Circuit Court of Jefferson County, Alabama, in an amount not to exceed Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars. The President is hereby authorized to execute the necessary documents to facilitate the aforementioned settlement. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed upon the request of the County Attorney to issue check(s) made payable to U. W. Clemon and Dr. Sandral Hullett in an amount not to exceed \$250,000.00 and forward them to the County Attorney for disbursement.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

2/13/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAILOUT	GEN SVCS: ADMINISTRATION	75.57	1900074914
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEATH RECORDS LOG	CORONER/MEDICAL EXAMINER	120.00	1900075159
*DISTRICT 1					195.57	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, GUTTER EXTENSIONS & LUMBER	R&T: HIGHWAY MAINT-KETONA	74.79	1900074983
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAINT SUPPLIES - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESSEMER	79.19	1900075185
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: DRY ERASE BOARD/MAILING SUPPLIES	COMMUNITY DEVELOPMENT	56.98	1900075177
DISTRICT 2	1028786	MELANIE O JONES GAMBLE	MILEAGE REIMBURSEMENT 2013-2014-GRANT 2*172	SENIOR CITIZEN SERVICES	528.24	1900074802
*DISTRICT 2					739.20	
DISTRICT 3	1000019	ALABAMA ASSOCIATION OF	AAAAO DUES ACA MEMBERS	BD OF EQUAL - BHAM STATE	480.00	1900074865
DISTRICT 3	1004617	BHAM BUSINESS JOURNAL	BBJ HARD AND ELECTRONIC VERSION 2014	BD OF EQUAL - BHAM STATE	88.40	1900075188
DISTRICT 3	1030580	AL MEDIA GROUP	FY2013 FINANCIAL STATE'T PUBLISHED	FINANCE ADMINISTRATION	1,15.00	
*DISTRICT 3					1,723.40	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	131.22	1900075101
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES AND FOOD FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	121.57	1900075100
*DISTRICT 4					252.79	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MISSION BATTERY, DRILL BITS, LASER TAPE MEASURE, RETA	ES: PACKAGE WWTP & PUMP STATIO	243.00	1900074942
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTER; BEARINGS; SEALS; METALS;	ES: FIVE MILE MAINTENANCE SHOP	150.74	1900075165
DISTRICT 5	1025020	KIMBERLY A DAVIS	REFUND FOR OVERPAYMENT & FB W0-69158 D	FINANCE SEWER SERVICES	67.74	1900074847
DISTRICT 5	1027331	ERIC METZGER	ASSESSOR REIMBURSEMENT - ERIC METZGER	PER BD: TESTING	100.00	1900075088
DISTRICT 5	1030826	BARBARA LEE	TUITION REIMBURSEMENT - BARBARA LEE	PER BD BUS SYS & REPORTING	360.00	1900074869
DISTRICT 5	1031552	MARYE MCMEANS	REFUND FOR OVERPAYMENT & FB R 1-3718001 D	FINANCE SEWER SERVICES	719.96	1900074845
DISTRICT 5	1031813	DWIGHT JULBERT	REFUND FOR OVERPAYMENT & FB W0-79489 D	FINANCE SEWER SERVICES	157.22	1900074843
DISTRICT 5	1031814	STEVEN R & ANITA M ESTIS	REFUND FOR OVERPAYMENT M 7-745 L#9	FINANCE SEWER SERVICES	112.33	1900074844
DISTRICT 5	1031841	SHERYL STEPHENS	REFUND FOR OVERPAYMENT & FB R 4-3597002 D	FINANCE SEWER SERVICES	130.00	1900074846
*DISTRICT 5					2,040.99	
**					4,951.95	

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

Feb-13-2014-90

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the direct payments by wire transfer for the month of December, 2013.

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

Feb-13-2014-91

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 the week of 1/21/14 - 1/27/14 and 1/28/14 - 2/3/14.

For Week of 1/21/14 - 1/27/14

1. COOPER GREEN MERCY HEALTH SERVICES FROM KONE INCORPORATED MOLIN, IL FOR MONTHLY ELEVATOR SERVICE AGREEMENT FY14 ON AS NEEDED BASIS FOR THE PERIOD 1/1/14 - 12/31/14. REFERENCE BID #170-13

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

Feb-13-2014-92

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE FOR THE WEEK OF 1/21/14 - 1/27/14 and 1/28/14 - 2/3/14, BE AND THE SAME HEREBY IS APPROVED.

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

Feb-13-2014-93

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 1/21/14 - 1/27/14 and 1/28/14 - 2/3/14, be and hereby is approved.

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

STAFF DEVELOPMENT

Community & Economic Development		
LaWanda Webb	(grant funds)	\$3,316.66
Deborah Sasser		\$3,316.66
National Assn. of Job Training Assistance		
Alexandria, VA – April 6-12, 2014		
Family Court		
Gwen Reson		\$75.00
Carla Pennick		\$342.96
Stranded at conference due to storm		

Tuscaloosa, AL – January 28-30, 2014

Sheriff's Office

Jason Gamble	\$496.39
Barbara Mead	\$603.52
Wanda Mitchell	\$603.52
Yvonne Herbert	\$257.50
Kris Simmons	\$588.52
Jacob Thomas	\$235.00
Field Officer Training at University of North Alabama Florence, AL – February 16-20, 2014	

Individual Staff Development

Sheriff's Office

(a) Lloyd Watkins Homicide & Questioned Death Scene Peachtree, GA – March 24-27, 2014	\$668.86
LaWanda Bonner Objective Pre-Employment Interviewing Hoover, AL – March 4-5, 2014	\$325.00
LaWanda Bonner Fundamentals of Criminal Investigation Birmingham, AL – February 12-13, 2014	\$25.00
Phillip Hill, Jr. Detective Level Homewood, AL – May 19-24, 2014	\$595.00
Penny Nunnelley Grant Writing Class Birmingham, AL – February 27-28, 2014	\$425.00

Roads and Transportation

Kellie Johnson, Tracy Pate General Accounting Montgomery, AL – February 19-20, 2014	\$350.00
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Tax Assessor - Bessemer

Rickey Davis GIS Testing Auburn, AL – March 12-14, 2014	(State funds) \$415.54
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Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Staff Development be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

BUDGET TRANSACTIONS

1. Emergency Management Agency \$0

Delete a Laborer III and an Administrative Coordinator (Gr. 22) positions and add an Emergency Management Officer (Gr. 21) position.

2. Information Technology - Transformation Division \$757,516

Shift funds and add new funding to establish an Information Technology Transformation Division to convert and manage the HRMS and the financial systems. Funds to be shifted are \$342,101 and additional fund required are \$415,415.

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

REQUEST FOR CERTIFICATIONS

County Attorney

Administrative Clerk

Jefferson County Emergency Management Agency

EMA Officer - provisional and regular

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Request for Certifications be approved.

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

Feb-13-2014-94

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 LaSalle Systems Leasing, Inc. to provide maintenance for Cisco networking equipment for the period February 5, 2014 - February 4, 2015 in the amount of \$125,000.

CONTRACT NO.: 00004999

Contract Amendment No. I

This Amendment to Contract entered into the 16th day of December 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and LaSalle System Leasing, Inc., hereinafter referred to as the "Contractor" to provide SmartNet Maintenance for Cisco Equipment.

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:

This contract amendment results from Jefferson County's Contract No. 00004999. The original contract between the parties referenced above, was approved by the Commission on May 16, 2013, MB 165, Page(s) 23-25.

AMEND

Item 3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

February 5, 2014 through February 4, 2015.

Item 4. Contractor shall be paid a sum not to exceed \$ 125,000.00

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

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

JEFFERSON COUNTY COMMISSION

LaSalle System Leasing, Inc.

W. D. Carrington, President

_____, Authorized Representative

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

Feb-13-2014-95

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, d/b/a Cooper Green Mercy Health Services and Delbert H. Hahn, M.D. to provide radiology services to extend agreement to January 31, 2015 in an amount not to exceed \$158,400.

Contract ID: CON-00004798

Delbert H. Hahn, MD

AMENDMENT #2 TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Delbert H. Hahn, MD, hereinafter referred to as "Radiology Provider," is hereby effective on January 31, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 31, 2013, and recorded in Minute Book 164; Page(s) 343-348, is hereby amended as follows:

The Contract which was amended on May 1, 2013, and approved by the Jefferson County Commission on May 30, 2013, and recorded in Minute Book 165; Page 89 -90, is hereby amended as follows:

- Extend the completed date of this contract to January 31, 2015.
- Compensation shall not exceed \$158,400.00.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

Delbert H. Hahn, M. D.

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

Feb-13-2014-96

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, d/b/a Cooper Green Mercy Health Services and J. Walden Retan, M. D. to provide primary care services to extend agreement to January 31, 2015 in an amount not to exceed \$166,400.

Contract ID: CON-00004882

J. Walden Retan, MD

AMENDMENT #2 TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and J. Walden Retan, MD, hereinafter referred to as "Primary Care Provider," is hereby effective on February 28, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 28, 2013, and recorded in Minute Book 164; Page(s) 460-465, is hereby amended as follows:

The Contract which was amended on May 1, 2013, and approved by the Jefferson County Commission on May 30, 2013, and recorded in Minute Book 165; Page 67, is hereby amended as follows:

- Extend the completed date of this contract from February 28, 2014 to January 31, 2015.
- Compensation shall not exceed \$166,400.00.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

J. Walden Retan, M.D.

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

Feb-13-2014-97

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-2013-023 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.

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

Feb-13-2014-98

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Terry L. Mason, Sr., owner/applicant; d/b/a River Bend Sports Bar and Grill located at 108 Hurd Shoals Road, Adger, AL 35006 for an (010) Lounge Retail Liquor on-premise license, be and hereby is approved.

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

Feb-13-2014-99

RESOLUTION TO TRANSFER OWNERSHIP OF FLOOD MITIGATION PROPERTIES
TO THE FRESHWATER LAND TRUST

WHEREAS, Jefferson County acquired flood-prone properties through its Flood Mitigation Program; and

WHEREAS, Jefferson County used FEMA's Hazard Mitigation Grant Program monies to fund these acquisitions, encumbering said properties with FEMA programmatic requirements and use restrictions; and

WHEREAS, Jefferson County has limited expertise in the long-term management of conservation properties, and

WHEREAS, the purpose of the Freshwater Land Trust, a Birmingham-based 501(c)(3) non-profit organization, is the acquisition and stewardship of conservation properties: and

WHEREAS, the Freshwater Land Trust has agreed to accept title to and stewardship responsibilities for certain Flood Mitigation Properties in accordance with FEMA programmatic requirements and use restrictions; and

WHEREAS, FEMA has approved the transfer of title of said Flood Mitigation Properties to the Freshwater Land Trust.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the transfer of ownership of seventy-two (72) Flood Mitigation Properties as identified in "Attachment A" (on file in the Minute Clerk's Office) to the Freshwater Land Trust.

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

Feb-13-2014-100

RESOLUTION TO TERMINATE LEASE/LICENSE AGREEMENTS OF FLOOD MITIGATION PROPERTIES

WHEREAS, Jefferson County has entered into Lease/License Agreements with adjoining property owners for twenty-four (24) properties acquired through the Flood Mitigation Program; and

WHEREAS, Jefferson County intends to transfer title of these twenty-four (24) Flood Mitigation Properties to the Freshwater Land Trust.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to terminate the Lease/License Agreements for the twenty-four (24) Flood Mitigation Properties listed in "Attachment A"(on file in the Minute Clerk's Office).

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

Feb-14-2014-101

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Trussville to provide election services for a municipal school tax election to be held on February 25, 2014 in the amount of \$961 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this day of , by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Trussville, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on February 25, 2014 and, if required, a run off election will occur on N/A; and

WHEREAS, the City desires to purchase certain election services from the County.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the City and the County do mutually agree as follows:

For the election on February 25, 2014. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- ePollbook Laptops----\$100.00 each
- Cellular Telephone----\$50.00 each

- Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

This does not include the provision of ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials.

Election - Requested Equipment	
a. ePollbook Laptops (\$100.00 each) 3 Laptops @ 100.00 each =	\$ 300.00
b. Cellular Telephone (\$50.00 each) Telephones @\$50.00 each =	
c. Voter List for posting/publishing (\$11.00 per thousand names rounded up = 154 cost per list) Multiplied by 3 quantity of list(s) requested =	\$ 462.00
d. Voter List on Compact Disc (\$11.00 per thousand names rounded up = 154 cost per disc) Multiplied by 1 quantity of disc(s) requested + \$45.00 =	\$ 199.00
Election Equipment or Service Total Cost	\$ 961.00

Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide Election Day service, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

- An absentee list
- A supplemental absentee list
- Voter books for each voting polling location
- Provisional vote count

RUN OFF ELECTION ON N/A. In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A"), to this agreement.

The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

This contract contains the entire understanding of the parties hereto and no change of any term or provision of this contract shall be valid or binding unless this contract is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF TRUSSVILLE, ALABAMA

Eugene Melton, Mayor

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

Feb-13-2014-102

WHEREAS, the polling location, Precinct 2420, Cooper Green Mercy Health Services, located at 1515 6th Avenue South, Birmingham, Al. 35205, was a temporary location; and

WHEREAS, the Bell Wallace Building on the campus of UAB, located at 608 13th Street South, Birmingham, Al. 35205, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Cooper Green Mercy Health Services relocate to the Bell Wallace Building of UAB.

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

Feb-13-2014-103

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

P R O C L A M A T I O N

WHEREAS, Heart disease is the Number 1 killer of women yet, is often preventable; and

WHEREAS, cardiovascular diseases cause one in three women's deaths each year, killing approximately one woman every minute; and

WHEREAS, an estimated 43 million women in the U.S. are affected by cardiovascular diseases; and

WHEREAS, heart disease kills more women than all forms of cancer combined, but is often undiagnosed; and

WHEREAS, ninety percent of women have one or more risk factors for developing heart disease, yet only one in five American women believe that heart disease is her greatest health threat; and

WHEREAS, women comprise only 24 percent of participants in all heart-related studies; and

WHEREAS, since 1984, more women than men have died each year from heart disease and the gap between men and women's survival continues to widen; and

WHEREAS, women are less likely to call 911 for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and

WHEREAS, the American Heart Association's Go Red For Women® movement has been impacting the health of women for 10 years and more than 627,000 women's lives have been saved and 330 fewer women are dying every day; and

WHEREAS, In celebration of the 10th Birthday of National Wear Red Day on February 7, 2014, Go Red For Women is asking all women across America to Go Red by wearing red and speaking red.

- o Get Your Numbers: Ask your doctor to check your blood pressure and cholesterol.
- o Own Your Lifestyle: Stop smoking, lose weight, exercise and eat healthy.
- o Realize Your Risk: Women think it won't happen, but heart disease is the cause of 1 in 3 female deaths each year.
- o Educate Your Family: Make healthy food choices for you and your family. Teach your kids the importance of staying active.
- o Don't be silent: Tell every woman you know that heart disease is their No. 1 killer. Raise your voice at GoRedForWomen.org.

NOW THEREFORE, UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim Thursday, February 13, 2014 to be

NATIONAL WEAR RED DAY

in Jefferson County, AL urge all citizens to show their support for women and the fight against heart disease by commemorating this day by the wearing of the color red. By increasing awareness, speaking up about heart disease, and empowering women to reduce their risk for cardiovascular disease, we can save thousands of lives each year.

Signed by the Jefferson County Commission on this the 7th day of February 2014.

W. D. Carrington, President

Sandra Little Brown, President Pro Tempore

George Bowman, Commissioner

T. Joe Knight, Commissioner

James "Jimmie" Stephens, Commissioner

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 73 authorizing an Agreement between Jefferson County, Alabama and Bridge Ministries Inc. for a Federal Emergency Solutions Grant (HESG11-HP-RRH-BM).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to May 31, 2014 and reallocate budgeted funds. This Agreement is from Program Year 2011 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Bridge Ministries, Inc. (HESG11-HP-RRH-BM), hereinafter call the "the Contractor" to provide services for the homeless and those at risk of becoming homeless population in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on May 30, 2013, in Minute Book 165, Page 73, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract period to May 31, 2014.
2. Reallocation of budgeted funds: The total compensation to be paid to the Contractor shall not exceed \$19,303.43. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Rapid Re-housing:

Housing Relocation and Stabilization:	\$1000.00	
Tenant Based Rental Assistance:	\$3,000.00	
Total Rapid Rehousing		\$4,000.00

Homeless Prevention:

Housing Relocation and Stabilization:	\$4,625.00	
Tenant Based Rental Assistance:	\$10,678.43	
Total Homeless Prevention		\$15,303.43

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

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

CONTRACTOR
Lisa Isay
Bridge Ministries Inc.

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

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 74 authorizing an Agreement between Jefferson County, Alabama and Pathways for a Federal Emergency Solutions Grant (HESG12-ES-PW).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to May 31, 2014 and reallocate budgeted funds. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Pathways (HESG12-ES-PW), hereinafter call the "the Contractor" to provide services for

the homeless and those at risk of becoming homeless population in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on May 30, 2013, in Minute Book 165, Page 74, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract period to May 31, 2014.
2. Reallocation of budgeted funds: The total compensation to be paid to the Contractor shall not exceed \$16,000.00. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Essential Services: \$ 000.00

Operations: \$16,000.00

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Nancy Dickens, Executive Director

Pathways

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

Feb-13-2014-106

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 75 authorizing an Agreement between Jefferson County, Alabama and Cooperative Downtown Ministries for a Federal Emergency Solutions Grant (HESG12-ES-RRH-SO-CDM).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to May 31, 2014. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Cooperative Downtown Ministries (HESG12-ES-RRH-SO-CDM), hereinafter call the "the Contractor" to provide services for the homeless and those at risk of becoming homeless population in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on May 30, 2013, in Minute Book 165, Page 75, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to May 31, 2014.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Anne Wright, Director

Cooperative Downtown Ministries

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

Feb-13-2014-107

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 72 authorizing an Agreement between Jefferson County, Alabama and One Roof for a State Emergency Solutions Grant (SHESG-12-007-HMIS-OR).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to March 15, 2014. This Agreement is from Program Year 2012 State funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and One Roof (SHESG-12-007-HMIS-OR), hereinafter call the "the Contractor" to provide services for the homeless and those at risk of becoming homeless population in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on May 30, 2013, in Minute Book 165, Page 72, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to March 15, 2014.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Michelle Farley, Executive Director

One Roof

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

Feb-13-2014-108

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 #89802 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 Parkway Realty to make rental payments on behalf of Program Participant #89802 for an amount not to exceed \$3,000.00.

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 Parkway Realty for an amount not to exceed Three Thousand and no/100 Dollars (\$3,000.00). This agreement is from Program Year 2012 state funds.

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

Feb-13-2014-109

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 #122179 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 Hubbard Properties d/b/a Country Park Apts to make rental payments on behalf of Program Participant #122179 for an amount not to exceed \$2,500.00.

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 Hubbard Properties d/b/a Country Park Apts for an amount not to exceed Two Thousand Five Hundred and no/100 Dollars (\$2,500.00). This agreement is from Program Year 2012 state funds.

Cooperative Agreement between Jefferson County, Alabama and Marshall County Gas District for the sharing of Geographic Information System(GIS) information data and associated technology.

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

Feb-13-2014-110

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 #122843 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 Mitchell Investments, LLP to make rental payments on behalf of Program Participant #122843 for an amount not to exceed \$2,000.00.

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 Mitchell Investments, LLP for an amount not to exceed Two Thousand and no/100 Dollars (\$2,000.00). This agreement is from Program Year 2012 state funds.

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

Feb-13-2014-111

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Richard Sprouse Construction for the Trussville Senior Center Project (CD11-03A-M4-TSC). The modification is to extend the contract an additional 90 calendar days requested by Change Order #1 and documented by Amendment #1. The new completion date shall be April 11, 2014. There are no additional expenses associated with this modification. All other terms of the contract shall remain the same. This project is from the 2011 program year.

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

Feb-13-2014-112

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Hatch Mott McDonald, for the West Highland Water Improvements Project (CDBG10-03J-U02-WHL) The modification is to extend the contract an additional 273 calendar days requested by Change Order #2 and documented by Amendment #2. The new completion dates shall be September 30, 2014. All other terms and conditions of the original contract shall remain the same. This project is from the 2010 program year.

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

Feb-13-2014-113

BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign Bond Release # F21289 in the amount of \$25,000.00 with Acstar Insurance Company. All work has been completed by the contractor Vista Roofing & Restoration.

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

Feb-13-2014-114

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; 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 the required and appropriate environmental review techniques 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, David 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 Concord Drainage Improvements from the Community Development Block Grant Disaster Recovery Program.

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

Feb-13-2014-115

Whereas, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant-Disaster Recovery 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 Concord Drainage Improvements Project.

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

Feb-13-2014-116

WHEREAS, the Bureau of Justice is accepting applications for FY 2014 for Juvenile Drug Court grants; and
WHEREAS, applications are limited to states, state and local courts, counties, units of local government, and Indian tribal governments;
and

WHEREAS, Jefferson County Office of Community & Economic Development will submit a grant application, on behalf of the University of Alabama at Birmingham for \$325,000.00 a year up to three years; and

WHEREAS, the proposal will seek to expand and/or enhance substance abuse treatment services in the juvenile drug court.

THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Department of Community and Economic Development is authorized to submit an application for \$325,000.00 and refunding for an additional two years.

THEREFORE BE IT FURTHER RESOLVED, by the Jefferson County Commission that the President is hereby authorized to execute the grant application, certifications, and documents.

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

Feb-13-2014-117

WHEREAS, the Bureau of Justice is accepting applications for FY 2014 for Second Chance Reentry Program grants; and
WHEREAS, applications are limited to states, state and local courts, counties, units of local government, and Indian tribal governments;
and

WHEREAS, Jefferson County Office of Community & Economic Development will submit a grant application, on behalf of the University of Alabama at Birmingham for \$300,000.00 a year up to two years; and

WHEREAS, the proposal will seek to serve adults with co-occurring substance abuse and mental health disorders within the Jefferson County jail.

THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Department of Community and Economic Development is authorized to submit an application for \$300,000.00 and refunding for an additional year.

THEREFORE BE IT FURTHER RESOLVED, by the Jefferson County Commission that the President is hereby authorized to execute the grant application, certifications, and documents.

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

Feb-13-2014-118

WHEREAS, Deborah L. Spence at 2930 Mount Olive Road, Mount Olive Alabama 35117 is in default of the first mortgage from Regions Bank and the second mortgage from Jefferson County under the Home Buyer Assistance Program; and

WHEREAS, Regions Bank desires to take foreclosure action against the above-referenced property; and

WHEREAS, Regions Bank, as servicing agent for Jefferson County, is prepared to represent Jefferson County in a second mortgage foreclosure; and

WHEREAS, it is in Jefferson County's interest that Regions Bank represent Jefferson County in this matter; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Homebuyer Assistance Loan made to Deborah L. Spence is in default and that Regions Bank is authorized to represent Jefferson County in concurrent foreclosure actions against Deborah L. Spence at the above-referenced address.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission that the President of the County Commission is authorized to execute foreclosure documents related to this case.

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

Feb-13-2014-119

Contract ID: CON #-5400

Alabama Department of Senior Services

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

WHEREAS, Jefferson County Commission initially received a grant award in the amount of \$2, 417, 809.28 from ADSS for Title III & VII for Administrative, Social, Supportive, Preventive Services Case Management, Congregate Meals, Meals on Wheels, Recreational Activities at senior centers, public education, information and assistance, home maker, personal services and Ombudsman activities; and

WHEREAS, the term of the grant award is October 1, 2012 through September 30, 2013; and

WHEREAS, there are carry over funds for the fiscal year of 2013 from the Alabama Department of Senior Services for the following programs: Title III- B (Administrative Services) \$127,408.67, Title III-CI (Congregate Meals) \$19,528.83, Title III- D (Preventive Services) \$11, 460.35, Part III-E (National Family Care Givers) \$31,754.41, and Title V (Elder Abuse) \$876.00. The total amount is \$191,028.26; and

WHEREAS, these are federal dollars and a required local match or in-kind match up to 25% of the total federal match.

NOW, THEREFORE. BE IT RESOLVED by the Jefferson County Commission to accept this grant amount of \$191,028.26 to continue to provide services as outlined under the Older Americans Act and the Office of Senior Citizens approved Area Plan to the senior population in Jefferson County.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to receive and receipt the grant funds accordingly.

BE IT RESOLVED that the Commission President is authorized to execute any subsequent documents received necessary for acceptance of these funds. ADOPTED:

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

Feb-13-2014-120

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (ACT 2011-535, as amended by Act 2012-491) required by the State Comptroller's Office in order to receive funds from the Alabama Department of Senior Citizens.

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND PROTECTION ACT
(ACT 2011-535, as amended by Act 2012-491)

DATE:

Re : Contract/Grant/Incentive (describe by number or subject):

All contracts by and between Jefferson County, Alabama (Contractor/Grantee) and Alabama Department of Senior Services (State Agency/Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Commission President with the Contractor/Grantee named above, and is authorized to provide representation set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491) which is described herein as "the Act".

2 Using the following definitions from Section 3 of the Act, select and initial either (a) or (b) below to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more person performing or engaging in any activity, enterprise, profession or occupation for gain, benefit, advantage or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent manager, representative, foreman or other person having control or custody of any employment, place of employment or any employee, including any person or entity employing any person for hire within the State of Alabama including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereinafter it will not knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 13th day of February, 2014

W. D. Carrington, President - Jefferson County Commission

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

Feb-13-2014-121

CONTRACT ID: CON-00005884

Alabama Department of Senior Services

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

WHEREAS, Jefferson County Commission to receive this grant award in the amount of \$2,733.00 from ADSS for the Emergency Preparedness Program to purchase and distribute fans to those older adults in Jefferson County without adequate cooling devices and are at risk for developing heat stroke and/or suffering from heat exhaustion; and

WHEREAS, the term of the grant award is December 23 2013 through June 30, 2014.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this grant amount of \$2,733.00 to continue to provide services as outlined in the grant agreement, under the Older Americans Act and the Office of Senior Citizens approved Area Plan to the senior population in Jefferson County.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to receive and receipt the grant funds accordingly.

BE IT RESOLVED that the Commission President is authorized to execute any subsequent documents received necessary for acceptance of these funds.

W. D. Carrington

Commission President

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Alabama Department of Senior Services, hereinafter referred to as "ADSS" and the Office of Senior Citizens Services, hereinafter referred to as "Grantee" for the Emergency Preparedness Program. It is understood that funding comes from the Alabama Department of Public Health, Center for Emergency Preparedness through a cooperative agreement from the Office of the Assistant Secretary for Preparedness and Response (CFDA #93.889).

PURPOSE: The Grantee will be responsible for purchasing and distributing fans to those without adequate cooling devices and that are at the greatest risk of developing heat stroke and/or suffering heat exhaustion in the service area. The Grantee is also charged with presenting an element of preparedness education or training at venues attended by seniors and persons with disabilities.

TERM OF AGREEMENT: The performance of this agreement shall cover the period from execution of this agreement through June 30, 2014. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS.

PAYMENT: Funds for this agreement shall not exceed \$2,733.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form. All funds must be spent or obligated no later than June 30, 2014.

REPORTING: Grantee must keep a record of the individuals that fans are given to and maintain a log of attendees that are presented with preparedness training. Copies of attendance logs, purchase invoices, distribution records, etc shall be shared with ADSS upon completion of the grant period. A cumulative narrative shall be distributed to ADSS no later than July 31, 2014. Grantee agrees to meet all other program reporting requirements and deadlines as set out by ADSS Fiscal and Program Divisions. Quarterly program and financial reports will be submitted on the 21st of the month following the end of the quarter. Reporting will be accurate and true.

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

AMENDMENTS: Either party may, from time to time, request amendments to various provisions of this agreement. Such amendments, which are mutually agreed upon by both parties, must be incorporated as written amendments to this agreement and approved by both parties prior to implementation.

TERMINATION: Either party may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof at least thirty (30) day before the effective date of such termination.

NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed by both parties that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision of the agreement shall be deemed null and void. The agreement's sole remedy for the settlement of any and all disputes arising under the terms for the State of Alabama.

ACCESS TO RECORDS: The Commissioner of ADSS, the Chief of Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records relevant to this agreement to make audits, financial reviews, examinations, excerpts, and transcripts. Pertinent records are those dealing with all financial and other records pursuant to this agreement.

CONTRACT ASSURANCES: Grantee hereby agrees to abide by the attached Contract Assurances.

IMMIGRATION LAW COMPLIANCE: Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS.

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Todd Russell

(for Legal Compliance/Form)

GRANTEE

W. D. Carrington, President - Jefferson County Commission

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

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

Motion was made by Commissioner Knight seconded by Commissioner Brown that an Executive Session be convened. Voting "Aye" Knight, Brown, Bowman, Carrington 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, February 27, 2014.

President

ATTEST

Minute Clerk