

STATE OF ALABAMA)

JEFFERSON COUNTY) October 21, 2013

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

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 October 10, 2013, be approved. Voting "Aye" Stephens, Brown, Carrington and Knight.

The Commission met in Work Session on October 21, 2013, and approved the following items to be considered at the October 21, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 45, excluding Item 16 and addition of one item.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 19, excluding Item 4 and 19.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 10.

REQUEST FOR CERTIFICATIONS

Probate Court

Elections Coordinator

Accountant

Family Court

Chief Probation Officer

General Services - Administration

HVAC/Refrig Tech - 2 positions

Youth Detention - Custody

Juvenile Detention Officer - 2 positions

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Request for Request for certifications be approved. Voting "Aye" Stephens, Knight, Brown and Carrington.

Oct-21-2013-798

BE IT RESOLVED that Ronald Truss has been appointed by the Presiding Judge of Family Court, Judge Raymond Chambliss, to the existing appointed at-will Chief Probation Officer position pursuant to Alabama Code - Section 12-5A-7 (which was approved by Federal Court Order as Family Court Administrator). The appointed at-will Chief Probation Officer (Family Court Administrator) position shall be compensated at a bi-weekly salary of \$4,824.00. The appointed at-will Chief Probation Officer (Family Court Administrator) shall receive the same benefits available to employees in the classified service.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Directors of Budget Management and Human Resources are hereby authorized and directed to make all necessary personnel record changes to accomplish the foregoing.

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

Oct-21-2013-799

WHEREAS, the Personnel Board of Jefferson County will restructure the Administrative Series for all jurisdictions in the merit system effective November 1, 2013; and

WHEREAS, this change will affect the job titles of Administrative Assistant I, Administrative Assistant II, Administrative Assistant III, Administrative Assistant IV and Administrative Coordinator; and

WHEREAS, the Personnel Board of Jefferson County will combine Administrative Assistant I (grade 10) and Administrative Assistant II (grade 13) job titles to create a new job title called Administrative Clerk (grade 13), which will result in all Administrative Assistant I positions in the Jefferson County Commission to be regraded from grade 10 to grade 13. And, whereas salary increases will only be required for those positions whereby the current pay is less than grade 13, step 1. And, whereas the anticipated salary increases are \$155,397.00 and were budgeted for in the FY14 budget; and

WHEREAS, the Personnel Board of Jefferson County will change the Administrative Assistant III (grade 16) job title to Administrative Assistant (grade 16) but will not result in any change in pay; and

WHEREAS, the Personnel Board of Jefferson County will change the Administrative Assistant IV (grade 19) job title to Administrative Supervisor (grade 19) but will not result in any change in pay; and

WHEREAS, the Personnel Board of Jefferson County Commission will phase out the Administrative Coordinator job title. And, whereas current employees holding this job title will not be affected; And, whereas the Personnel Board of Jefferson County will not provide hiring lists for vacancies in this job title.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Restructuring of the Administrative Series is hereby adopted and implemented effective November 1, 2013.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Directors of Budget Management and Human Resources are hereby authorized and directed to make all necessary personnel record changes to accomplish the foregoing.

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

Oct-21-2013-800

WHEREAS, the Personnel Board of Jefferson County Jefferson County will restructure the Civil Engineering Series for all jurisdictions in the merit system effective November 1, 2013; and

WHEREAS, this change will affect the job titles of Senior Civil Engineer and Chief Civil Engineer throughout Jefferson County Commission; and

WHEREAS, the Personnel Board of Jefferson County will change the grade of a Senior Civil Engineer from a 27 to a 29; and

WHEREAS, the Personnel Board of Jefferson County will change the grade of a Chief Civil Engineer from a 32 to a 33.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Restructuring of the Civil Engineering Series is hereby adopted and implemented effective November 1, 2013.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Directors of Budget Management and Human Resources are hereby authorized and directed to make all necessary personnel record changes to accomplish the foregoing.

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

Oct-21-2013-801

BE IT RESOLVED by the Jefferson County Commission that the shift differential rates of pay approved by the Personnel Board of Jefferson County and included on the 2013 - 2014 Pay Plan for the Maintenance Repair Worker and Senior Maintenance Repair Worker positions at Cooper Green Mercy Health Services are hereby approved and the Payroll Manager is hereby directed to implement said rates on and after October 5, 2013.

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

Oct-21-2013-802

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 LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Agreement with Alabama Media Group to provide online advertising services for the Personnel Board's Merit System positions for FY2013/2014 in the amount of \$23,100.

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

Oct-21-2013-803

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Amendment No. 1 between Jefferson County, Alabama and Garver, LLC, to provide for a change in scope of the Engineering Design Services for Morgan Greenwood Pump Stations #1 and #2 Upgrades and Sanitary Sewer System Evaluation. There are no additional funds required.

AMENDMENT NO. 1

TO THE AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR MORGAN

GREENWOOD PUMP STATIONS #1 AND #2 UPGRADES AND SANITARY SEWER SYSTEM EVALUATION

This document shall AMEND the scope of the original AGREEMENT between Jefferson County, Alabama (COUNTY) and Garver, LLC (CONSULTANT), and identified as the Engineering Design Services for Morgan Greenwood Pump Stations #1 and #2 Upgrades and Sanitary Sewer System Evaluation, approved by the Commission on the 15th day of May 2012, under the provisions of Article IV, Section 1, "Changes of Work".

WITNESSETH

WHEREAS, the COUNTY desires to make modifications to the original Scope of Work to provide engineering design for improvements and upgrades to the Stadium Trace Pump Station, Magnolia Trace Pump Station, 150/1459 Pump Station, and the Lake Crest Pump Station; and

WHEREAS, the CONSULTANT has determined that available funds remain in the existing engineering design contract; and

WHEREAS, the CONSULTANT and the COUNTY each recognize the benefits of completing additional work with no increased cost to the COUNTY above the COST CEILING of the original AGREEMENT;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties to amend the AGREEMENT as follows:

ARTICLE I - SCOPE OF WORK

Amend this section as follows:

The CONSULTANT will provide the following engineering services:

1. Sanitary Sewer System Evaluation -
 - A. Evaluate the existing and future service areas to perform a capacity analysis of the system.
 - B. Data gathering, including, but not limited to: sewer maps, complaint forms, tax maps, flow data, as-constructed drawings, overflow reports, recorded right-of-way documents, previous surveys and utility maps.
 - C. Evaluation of the existing pump stations to include: run times; pump station wetwell condition; discharge piping and appurtenances; forcemain piping; electrical components; and control panel.
 - C. Summarize what options are available for improvements and upgrades to the existing system for meeting COUNTY requirements.
 - D. Final design based upon evaluation will not begin until CONSULTANT is authorized by COUNTY in writing.
2. Prepare Final Drawings and Technical Specifications for the upgrades and improvements of the four (4) pump stations and any related work.
3. Preparation of deeds and maps for ROW acquisition if required.
3. Develop a project schedule and an opinion of probable construction cost.
4. Evaluate bypass pumping alternatives to allow for construction work to be accomplished.
5. Preparation of Notice to Bidders and assist the OWNER with the distribution of plans, pre-bid conference, addendums, bid opening,

bid evaluation and recommendation of award.

- 6. Perform construction management services for the project that include:
 - A. Participate in pre-construction conference prior to commencement of construction at the site.
 - B. Provide consultations and advice to the OWNER during construction.
 - C. Preparation of supplement sketches required to address problems due to actual field conditions encountered.
- D. Check submittals and shop drawings provided by the contractor for general conformity of design concept and conformance with the information given in the contract documents.
- E. Reviewing laboratory, shop and mill test reports.
- F. Provide as needed, visits to construction site to observe construction progress.
- G. Issue necessary clarification of the contract documents, prepare contract modifications and make recommendations as the acceptability of the work.
- H. Process the contractor's estimated payment requests by reviewing the request to the best of the CONSULTANT'S knowledge and belief and recommend issuance of such payments by the OWNER.
- I. Make a final review and report on the completion of the project, including recommendations concerning final payment to the contractor and release of retainage.
- J. Prepare Record Drawings and provide all associated data in an electronic format.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

CONSULTANT agrees to complete the additional Scope of Work identified in this AMENDMENT within the time as outlined in the original AGREEMENT.

ARTICLE III - PAYMENT

Amend this section as follows:

CONSULTANT agrees to complete the scope of work identified in this AMENDMENT within the COST CEILING established in the original AGREEMENT, and will not bill the COUNTY in excess of said COST CEILING.

COUNTY will pay CONSULTANT for the Services as follows:

- direct labor at the rates set forth in Attachment 1;
- sub-consultant costs at CONSULTANT cost; and
- other direct costs at CONSULTANT cost.

IN WITNESS WHE OF, the Parties have hereunto affixed their signatures, Garver, LLC on 29th day of August, 2013, and the COUNTY on the day of 2013.

Garver, LLC

Brian Shannon, PE

Senior Project Manager / Water Team Leader

Garver, LLC

RECOMMENDED:

David Denard

Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W.D. Carrington, President

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

Oct-21-2013-804

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2014 Sewer Line Point Repairs, Contract 1 project, such certified bids having been open on Wednesday, August 30, 2013 and listed as follows:

Contractor	Amount Bid
1. Baird Contracting Co., Inc.	\$1,155,679.50
2. Global Construction & Engineering, Inc.	\$1,189,946.50
3. Bama Utility Contractors, Inc.	\$1,391,889.00
4. B&H Contracting, Inc.	\$1,508,780.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the 2014 Sewer Point Repairs, Contract I be awarded to Baird Contracting Co., Inc. in the amount of \$1,155,679.50.

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

Oct-21-2013-805

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to accept payment in the amount of \$2,307.34 in settlement of the County's claim against Brian's Tree Service, and the President of the County Commission is hereby authorized to execute a release in favor of Brian's Tree Service in this matter on behalf of the County.

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

Oct-21-2013-806

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Teresa Vaughn in the amount of Three Hundred and 00/100 (\$300.00) 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 Teresa Vaughn in the amount of \$300.00 and forward it to the County Attorney for disbursement.

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

Oct-21-2013-807

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Tina Ligon in the amount of Two Thousand Two Hundred Forty Two and 35/100 (\$2,242.35) 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 Tina Ligon in the amount of \$2,242.35 and forward it to the County Attorney for disbursement.

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

Oct-21-2013-808

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of ALFA Insurance Company on behalf of Linda Reid in the amount of Two Thousand Two Hundred Forty Four and 11/100 (\$2,244.11) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to ALFA Insurance Company in the amount of \$2,244.11 and forward it to the County Attorney for disbursement.

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

Oct-21-2013-809

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Shawanda Davis, Shaforia Kines and Jada Green has been denied.

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

Oct-21-2013-810

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Tyrone Rudolph is hereby denied.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
10/24/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MASTER PLUMBER GAS LICENSE RENEWAL	GEN SVCS: ADMIN	250.00	1900073187
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PRINTER, BLADE SHARPENED, AND OTHER SUPPLIES	GEN SVCS: ADMINI	253.36	1900073071
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBING AND GAS FITTERS RENEWAL	GEN SVCS: ADMIN	250.00	1900073388
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEPUTY CORONEROFFICE RECEIVER ANTENNA & SWITCH	CORONER/MEDICAL EXAM	48.98	1900073147
*DISTRICT 1					802.34	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, 2-TOOTH BUCKET, 3 PIN ROLL, TAPE	R&T: HIWAY MAINT-KETONA	92.27	1900073405
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE MONEY ORDER TO AL DEPT REV. TITLE PROPER	R&T: RIGHT OF WAY	100.00	1900073084
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: DIGITAL CAMERA_DRGR (HNSG)	COMMUNITY DEV	99.99	1900073108
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE RENEWAL - SNAP RING PLIERS - BESSEMER	R&T: HIWAY MAINT-BESS	202.34	1900073140
DISTRICT 2	1000193	JEFFERSON CO TREASURER	ELECTRICAL TAPE, LIGHT CONNECTORS, HEADLIGHT SOCKE	R&T: HIGHWAY ENG & CONSTR	21.17	1900073121
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR COMMITTEE MEETING	ECON DEV WORKFORCE INVES	42.47	1900073095
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE COST FEDEX CLOSING DOC. TO PNCBANK PITTS	R&T: RIGHT OF WAY	32.58	1900073113
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR COMMITTEE MEETING	ECON DEV WORKFORCE INVES	42.19	1900073097
*DISTRICT 2					633.01	
DISTRICT 3	1000104	REGIONAL PLANNING COMM	MEMBERSHIP DUES FY14 PCGB	NON-DEPT EXPENDITURES	65,456.00	1900073083
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH	FINANCE COLLECT & RECOV	37.62	1900073127
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MAILING LETTERS FROM BESSEMER - NO MAIL ROOM	BD OF EQUAL - BHAM STATE	9.20	1900073419
DISTRICT 3	1027789	HENDERSON & ASSOC COURT	CV-2011-2260-2267 MARDIS DEPOSITION	BD OF EQUAL - BHAM STATE	515.80	1900073270
DISTRICT 3	1027789	HENDERSON & ASSOC COURT	CV 2011-2260-2267 BARTON VS JEFF CO VOL 1	BD OF EQUAL - BHAM STATE	555.25	1900073376
*DISTRICT 3					66,573.87	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD & MISCELLANEOUS	EMA	572.23	1900073357
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DETENTION ADM	149.21	1900073395
DISTRICT 4	1000193	JEFFERSON CO TREASURER	HARD DRIVE, PRINT CARTRIDGE, TONER, TRAINING	FC CLERKS OFFICE	427.89	1900073109
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DETENTION ADM	93.47	1900073396
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD EXPENSES	EMA	619.69	1900073384
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	11 SMA BHAM MEDIUM CONFINED SPACE I/II TRAINING	EMA	590.00	1900073079
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12SMA BHAM MEDIUM CONFINED SPACE I/II TRAINING	EMA	1,180.00	1900073081
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12SMA BHAM HEAVY CONFINED SPACE I/II TRAINING	EMA	1,180.00	1900073082
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	11 SMA BHAM MEDIUM STRUCTURAL COLLASPE I/II	EMA	1,950.00	1900073144
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	11 SMA BHAM HEAVY STRUCTURAL COLLASPE I/II	EMA	975.00	1900073143
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12SMA BHAM MEDIUM STRUCTURAL COLLAPSE I/II	EMA	3,900.00	1900073146
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12SMA VESTAVIA MEDIUM CONFINED SPACE I/II TRAINING	EMA	295.00	1900073080
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12SMA BHAM HEAVY STRUCTURAL COLLAPSE I/II TRAINING	EMA	3,900.00	1900073145
DISTRICT 4	1029911	JESSE M CRANE	SR REIMBURSEMENT - JESSE CRANE	EMA	4,000.00	1900073390
DISTRICT 4	1030215	MARTHA LYNN SHELTON	SR REIMBURSEMENT - MARTHA SHELTON	EMA	3,838.16	1900073391
*DISTRICT 4					23,670.65	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHEET METAL;ANGLES;	ES: VILLAGE ELEC SHOP	480.00	1900073156
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GFI PLUG FOR CLARIFIER OUTLET	ES: CAHABA RIVER WWTP	15.49	1900073125
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WELDING WIRE	ES: CAHABA RIVER WWTP	10.97	1900073115
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRAIN PIPE FOR A/C UNIT	ES: CAHABA RIVER WWTP	7.68	1900073117
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INSTALLATION OF SPEAKER & SWITCH, PARTS FOR TOILET	ES: SHADES LINE MAINT	493.27	1900073126
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LATCH BOLT, BUSHINGS, ELASTIC NUT, PLUNGER FOR JAC	ES: SHADES LINE MAINT	95.55	1900073128
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NYLON FLAGS	ES: FIVE MILE CREEK WWTP	168.80	1900073271
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CELLULAR PHONE PROTECTIVE CASE	ES: SANITATION ADMIN	30.98	1900073112
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NUTDRIVER;MANUAL;SWITCH;TIMER;LAMP;VENTS;	ES: INSTRUMENT SHOP	468.94	1900073089
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WATER, CDL'S, CLEANING SUPPLIES/DETERGENT,OIL	ES: ADMIN LINE MAINT	72.19	1900073129
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SLEEVES;BATTERY;	ES: FIVE MILE CREEK WWTP	345.35	1900073275
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY;KEYS;FILES;BLOWER;MED SUPPLIES;	ES: FIVE MILE CREEK WWTP	475.04	1900073279
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATE HINGES,5/8" BOLTS,V-BELTS,FLOAT VALVE,BALL VA	ES: PACKAGE WWTP & PUMP STA	290.42	1900073133
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLNSER;TRIMR LINE;BELT;CAP;CALPER;MEDS;BRNGS;SCREW	ES: FIVE MILE MAINT SHOP	310.68	1900073100
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEY;BAR;WATER;POSTAGE;BRUSH;BOX;LOCK;CHAIN;CHOCK;	ES: FIVE MILE CREEK WWTP	305.73	1900073114
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPLACEMENT FAUCET FOR KITCHEN SINK	ES: LEEDS WWTP	35.00	1900073098
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES FOR U.V. SYSTEM	ES: LEEDS WWTP	8.96	1900073099
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPAIR PARTS FOR OLD ALUM TANK PIPING	ES: CAHABA RIVER WWTP	80.39	1900073116
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONTROLLER FOR ICE MACHINE	ES: VILLAGE ELECT SHOP	402.10	1900073157
DISTRICT 5	1002986	CHRISTINA K DECKER	USA V. JEFFCO STATUS CONF TRANSCRIPT 9/26/13	COUNTY ATTORNEY	1,743.25	1900073118
DISTRICT 5	1026748	KRISTEN HARGRAVE	ASSESSOR-HARGRAVEKRIS-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	140.39	1900073295
DISTRICT 5	1026862	PASCAL CAPUTO	ALABAMA STATE BAR DUES - PASCAL CAPUTO	COMMISSIONER, DISTRICT 5	155.00	1900073421
DISTRICT 5	1029971	MICHAEL EKEMA-AGBAW	ASSESSOR-EKEMAAGBAWMI-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	248.19	1900073280
DISTRICT 5	1029984	RUTH-ANNE POLI	ASSESSOR-POLIRUTHANNE-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	184.00	1900073300
DISTRICT 5	1029985	JANA STILL	ASSESSOR-STILLJANA-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	340.46	1900073299
DISTRICT 5	1031014	BRYANT BUSH	ASSESSOR-BRYANTBUSH-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	380.15	1900073138
DISTRICT 5	1031269	NIGEAL STOKES FISHER ASSESSOR	ASSESSOR-FISHERNIGEAIAUG2013GRADUATEASSESSMENT	PER BD: TESTING	125.00	1900073283
DISTRICT 5	1031498	CASEY BIGGS	ASSESSOR-CASEY BIGS-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	416.60	1900073134
DISTRICT 5	1031499	EVA BRADLEY	ASSESSOR-EVABRADLEY-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	253.79	1900073135
DISTRICT 5	1031500	CHRISTOPHER BRUCE	ASSESSOR-BRICECHRISTO-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	184.32	1900073136
DISTRICT 5	1031512	WESLEY CAMP	ASSESSOR-WESLEYCAMP-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	283.76	1900073137
DISTRICT 5	1031513	PHILLIP DELLA SALA	ASSESSOR-SALAPHILLIP-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	331.55	1900073285
DISTRICT 5	1031514	ARIAN GREEN	ASSESSOR-GREENARIAN-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	175.00	1900073289
DISTRICT 5	1031515	MICHAEL HARRIS	ASSESSOR-HARRISMICHAE-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	436.85	1900073297
DISTRICT 5	1031516	BRIAN MILLER	ASSESSOR-MILLERBRIAN-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	424.30	1900073298
DISTRICT 5	1031517	DEVYANI MULAY	ASSESSOR-MULAYDEVYANI-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	150.00	1900073303
DISTRICT 5	1031519	DANNY PERCHES	ASSESSOR-PERCHESDANNY-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	304.82	1900073301
DISTRICT 5	1031520	PHELECIA UDOKO	ASSESSOR-UDOKOPHELECI-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	439.28	1900073302
DISTRICT 5	1031521	BRENDON WOGHIREN	ASSESSOR-WOGHIRENBREN-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	692.00	1900073304
DISTRICT 5	1031522	SUSAN EDEM	ASSESSOR-SUSANEDEM-AUG2013GRADUATEASSESSMENT	PER BD: TESTING	139.80	1900073305
*DISTRICT 5					11,646.05	
**					103,325.92	

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

Oct-21-2013-811

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Software License Agreement between Jefferson County, Alabama and Tuscaloosa County, Alabama, by and through the Tuscaloosa County Commission for a non-exclusive, non-transferable license to use the software for the purpose of managing vehicle license tag registration and renewal.

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into on this the day of October, 2013 ("Effective Date") by and between TUSCALOOSA COUNTY, ALABAMA, by and through the TUSCALOOSA COUNTY COMMISSION, the governing body of Tuscaloosa County, Alabama (TUSCALOOSA COUNTY or "LICENSOR"), with offices at 714 Greensboro Avenue, Tuscaloosa, Alabama 35401, and JEFFERSON COUNTY, ALABAMA, by and through the JEFFERSON COUNTY COMMISSION, the governing body of Jefferson County, Alabama (JEFFERSON COUNTY or "LICENSEE") with offices at 716 Richard Arrington Jr. Blvd., N., Birmingham, Alabama 35203.

WHEREAS, Licensee wishes to license software for the purpose of managing vehicle license tag registration and renewal and TUSCALOOSA COUNTY desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, TUSCALOOSA COUNTY grants to Licensee a non-exclusive, non-transferable license to use the software identified in Exhibit A (the "Licensed Programs") (NO EXHIBIT GIVEN TO MINUTE CLERK) for the purpose of managing vehicle license tag registration and renewal. Licensee may use the Licensed Programs in executable format for its own use, and may translate or modify the licensed programs by adding modules to the program. Licensee may not, however, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form; whether modified or unmodified, and is strictly prohibited from altering the architecture of the program.

2. CONSIDERATION TO TUSCALOOSA COUNTY

- a. Licensee shall pay, upon delivery of the Licensed Programs, the license fees of One and no/100 Dollars (\$1.00).
- b. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full.

3. COPIES

Licensee may make copies of the Licensed Program in executable code form as necessary for use by Licensee and for backup or archive purposes. Licensee agrees to maintain records of the location and use of each copy, in whole or in part, of the Licensed Programs. Each Licensed Program is copyrighted but unpublished by TUSCALOOSA COUNTY. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of TUSCALOOSA COUNTY to all copies made hereunder, in whole or in part and in any form, of Licensed Programs.

4. OWNERSHIP

The original and any copies of the Licensed Programs, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the property of TUSCALOOSA COUNTY.

5. PROPRIETARY RIGHTS

Licensee recognizes that TUSCALOOSA COUNTY regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of Licensee without the prior written consent of TUSCALOOSA COUNTY. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

6. TERM

The license granted hereunder shall continue unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

7. TERMINATION

TUSCALOOSA COUNTY may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from TUSCALOOSA COUNTY. The Agreement

may also be terminated upon the mutual agreement of the parties.

8. TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. Within one (1) month after termination of this Agreement, Licensee will furnish to TUSCALOOSA COUNTY a certificate which certifies with respect to each of the Licensed Programs that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this Agreement.

9. MAINTENANCE SUPPORT

The parties specifically agree that the Licensor will not provide any support for the software licensed through this agreement. In exchange for the License to use the software, Licensee agrees to share information on the performance of the software to Licensor, and agrees to cooperate with implementing any approved modifications to the program. The parties mutually agree, however, that Licensor will not be called upon to provide maintenance of the software, and that Licensee accepts the risk that the software may not perform as expected.

10. DELIVERY OF LICENSED PROGRAMS

TUSCALOOSA COUNTY shall use its best efforts to deliver the Licensed Programs promptly after receipt of the purchase order and export license (if required).

11. WARRANTY DISCLAIMER

TUSCALOOSA COUNTY licenses, and Licensee accepts, the licensed programs "AS IS." TUSCALOOSA COUNTY PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

12. PATENT AND COPYRIGHT INDEMNITY

TUSCALOOSA COUNTY will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Programs used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. TUSCALOOSA COUNTY will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided TUSCALOOSA COUNTY is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Program becomes, or in TUSCALOOSA COUNTY's opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, TUSCALOOSA COUNTY may at its option either secure Licensee's right to continue using the Licensed Programs, replace or modify the Licensed Programs to make them not infringing, or provide Licensee with a refund of the license fee. TUSCALOOSA COUNTY shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Program in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Programs with hardware, software or data not supplied by TUSCALOOSA COUNTY where the used Licensed Programs alone in their original, unmodified form would not constitute an infringement. The foregoing states Licensee's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

13. LIMITATION OF LIABILITY

TUSCALOOSA COUNTY'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO TUSCALOOSA COUNTY. IN NO EVENT SHALL TUSCALOOSA COUNTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

14. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

15. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall

remain in force as if such provision were not a part.

17. GOVERNING LAW/FORUM

Agreement shall be governed and interpreted by the laws of the State of Alabama. Tuscaloosa County, Alabama shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

18. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sub-licensed, or otherwise transferred by Licensee without the prior written consent of TUSCALOOSA COUNTY.

19. EXPORT REGULATIONS

Licensee understands that TUSCALOOSA COUNTY is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Programs and all other applicable export regulations. Licensee agrees to indemnify and hold TUSCALOOSA COUNTY harmless from any loss, damages, liability or expenses incurred by TUSCALOOSA COUNTY as a result of Licensee's failure to comply with any export regulations or restrictions.

20. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or TUSCALOOSA COUNTY's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

TUSCALOOSA COUNTY, ALABAMA (LICENSOR)

W. Hardy McCollum, Chair

Tuscaloosa County Commission

Attest:

Melvin Vines, County Administrator

JEFFERSON COUNTY, ALABAMA (LICENSEE)

David Carrington, President

Jefferson County Commission

Attest:

Tony Petelos, Chief Executive Officer

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

Oct-21-2013-812

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 10/01/13 -10/07/13

1. GENERAL SERVICES DEPARTMENT FROM TRIPLE POINT INDUSTRIES LLC, BIRMINGHAM, AL, CONTRACT RENEWAL FOR MECHANICAL WATER TREATMENT ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 207-11
2. INFORMATION TECHNOLOGY FROM BERNEY OFFICE SUPPLIES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PRINTER SERVICES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 173-12
3. TAX ASSESSOR'S OFFICE FROM SOUTHEASTERN BUSINESS MACHINES INCORPORATED, HUNTSVILLE, AL, TO AWARD BID FOR THE PURCHASE OF MULTI-FUNCTIONAL WIDE FORMAT DIGITAL SYSTEM AND MAINTENANCE. REFERENCE BID # 162-13 \$28,014.00 TOTAL SHOPPING CART # 1000202255
4. GENERAL SERVICES DEPARTMENT: ADMINISTRATION FROM GRUBER TECHNICAL INCORPORATED, PHOENIX, AZ, FOR FY14 PURCHASE ORDER FOR UPS SERVICE MAINTENANCE FOR THE PERIOD OF 5/01/13 - 4/30/14.

- SAP PURCHASER ORDER # 2000075254 \$26,550.50 TOTAL REFERENCE BID # 76-13R
5. HUMAN RESOURCES DEPARTMENT FROM THE STATE OF ALABAMA DEPARTMENT OF INDUSTRIAL RELATIONS, MONTGOMERY, AL, FOR PURCHASE ORDER TO PAY WORKER COMPENSATION ASSESSMENT DUES.
- SAP PURCHASE ORDER # 2000075363 \$7,736.48 TOTAL
6. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM MAYER ELECTRIC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COMPLETE PAYMENT OF INVOICES.
- SAP PURCHASE ORDER # 2000068219 CHANGE ORDER \$ 2,500.00 REFERENCE BID # 92-10
- PURCHASE ORDER \$37,500.00 TOTAL

For Week of 10/08/13 -10/14/13

1. GENERAL SERVICES - ADMINISTRATION FROM ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST INCORPORATED, MOODY, AL, TO AWARD BID FOR WASTE COLLECTION AND DISPOSAL SERVICE ON "AS NEEDED" BASIS FOR THE PERIOD OF 11/01/13 - 9/30/16. REFERENCE BID # 164-13
2. COOPER GREEN MERCY HEALTH SERVICES FROM AEROCARE D/B/A QUALITY PLUS MEDICAL SERVICES, PELHAM, AL, TO AWARD BID FOR THE PURCHASE OF HOME OXYGEN SERVICE ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 167-13
3. BULK STORES WAREHOUSE FROM AURORA CASKET COMPANY LLC, AURORA, IN, CONTRACT RENEWAL FOR ADULT CASKETS ON "AS NEEDED" BASIS FOR THE PERIOD OF 11/08/13 - 11/07/14. REFERENCE BID # 203-11
4. JEFFERSON COUNTY DEPARTMENTS (VARIOUS) FROM NEXAIR LLC, BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE PURCHASE OF OXYGEN, ACETYLENE & OTHER GASES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 56-12
5. GENERAL SERVICE: ADMINISTRATION FROM SOUTHERN BUILDING MAINTENANCE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR JANITORIAL AND CLEANING SERVICE FOR BESSEMER COURTHOUSE, CENTER POINT COMPLEX, FAMILY COURT, OFFICE OF SENIOR CITIZENS SERVICE AND SHERIFF DEPARTMENT SUBSTATIONS ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. GROUPS B AND C ONLY. SAP PURCHASE ORDER # 2000075331
- \$216,000.00 TOTAL REFERENCE BID # 23-13
6. INFORMATION TECHNOLOGY FROM DASHER TECHNOLOGY, BIRMINGHAM, AL, TO PURCHASE HP BLADE CHASSIS/SERVERS. SHOPPING CART # 1000205295 \$295,526.64 TOTAL REFERENCE BID # 83-13

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

Oct-21-2013-813

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

For Week of 10/08/13 -10/14/13

1. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELF, MAPLES & COPELAND, ONEONTA, AL, FOR INVOICE PAYMENT (INV# 89808), DATED 8/31/13. CURRENT CONTRACT EXPIRED 9/30/10.
- SAP PURCHASE ORDER # 2000075379 \$5,012.71 TOTAL REFERENCE BID # 141-1OR
- CLARITY CONTRACT # CON-00001378

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

Oct-21-2013-814

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

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

Stephens, Brown, Carrington and Knight.

Oct-21-2013-815

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 Wise Environmental to provide portable toilet rental services for Jefferson County departments and PACA members for the period November 13, 2013 - November 13, 2014.

CON-00004520

BID #189-12

CONTRACT AMENDMENT NO. 1

THIS AMENDMENT TO CONTRACT, entered into this 19th day of September 2013, by and between Jefferson County, Alabama, hereinafter called "the County," and WISE ENVIRONMENTAL, located at 6104 Old Quarry Road, Birmingham, AL 35235, hereinafter called "The Contractor" to provide portable toilet rental.

WITNESSETH:

WHEREAS, the County desires to amend the contract for portable toilet rental for the use of its employees; and,

WHEREAS, the Contractor desires to amend and furnish said portable toilet rental for the County.

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

The original contract between the parties referenced above was approved by The Commission on November 27, 2012, recorded in MB 164, pages (s) 141-143, and is hereby amended as follows:

ITEM 6. AMEND TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

November 13, 2013 to November 12, 2014

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

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

WISE ENVIRONMENTAL:

Ronda McMichael, President

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

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

STAFF DEVELOPMENT

Multiple Staff Development

Inspection Services (4 participants)

David Frederick, Jimmy Kennedy, Mike Smith and Bobby Bulloch \$400.00

Qualified Credentialed Inspector Education Course - Stormwater Inspections

Irondale, AL – November 13, 2013

Revenue (5 participants)

Marlin Allen \$225.00

Joyce Harris \$225.00

Charliestean Lewis \$225.00

Sherron Benford \$225.00

Lisa McGough \$225.00

ALTist Certified Revenue Examiner Program

Hoover, AL – November 13-15, 2013

Tax Assessor - Birmingham (2 participants) State funds

Betty Ellis \$275.00

Barbara Henderson		\$275.00
Intermediate Mapping		
Hoover, AL – November 4-8, 2013		
Individual Staff Development		
Community & Economic Development		
Sandra Foster	Grant funds	\$2,106.63
NASWA’S Equal Opportunity Committee Meeting		
Washington, D.C. – October 29 - November 1, 2013		
County Attorney		
Carol Sue Nelson		\$400.00
CLE Seminar		
Orange Beach, AL – October 11-12, 2013		
Land Planning & Development		
Phillip Richardson		\$1,722.40
American Society of Landscape Architects 2013 Meeting		
Boston, MA – November 15-19, 2013		
Revenue		
Charles Bell		\$1,131.00
Tax Audit		
Knoxville, TN & Atlanta, GA – November 3-8, 2013		
Roads & Transportation		
Alan Dodd		\$832.24
Computing Replacement House Payments		
Atlanta, GA – November 11-13, 2013		
Roads & Transportation		
Alan Dodd		\$265.00
Ethics and the Right of Way Profession		
Online Course - 30 days to complete		
Roads & Transportation		
Tracy Pate		\$250.00
Basic Hydrology Engineering		
Birmingham, AL – November 13, 2013		
Roads & Transportation		
Tracy Pate		\$50.00
9 th Annual Alabama Engineering Ethics Day		
Birmingham, AL – November 1, 2013		
Roads & Transportation		
Charles Hardin		\$400.00
IMSA Traffic Signs & Markings		
Prattville, AL – September 17-20, 2013		
Tax Assessor - Birmingham		
Sandra Rice	State funds	\$200.00
Introduction to Property tax Administration		
Bessemer, AL – January 16-18, 2014		
Motion was made by Commissioner Stephens seconded by Commissioner Brown that Staff Development be approved. Voting “Aye”		
Stephens, Brown, Carrington and Knight.		

BUDGET TRANSACTIONS

1. Tax Assessor - Bessemer \$25,000

Shift funds and add purchasing memorandum to purchase a plotter.

2. Revenue \$10,000

Shift funds and add purchasing memorandum to purchase a Canon image formular document scanner required for the tax processing new software.

For Information Only

3. Sheriff's Office \$84,000

Shift funds and add purchasing memorandum to clear negatives brought forward from FY2013 and to purchase a mug shot photo identification system, ribbon, cards and maintenance, a Livescan plus system bundled package, a Guardian property & evidence packaging system bundled package.

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

Oct-21-2013-816

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement/proposal between Jefferson County, Alabama and Johnson Controls regarding card readers for enclosure centrally located at Cooper Green Health Services in main clinic for existing doors on 3rd floor in the amount of \$40,400

Johnson Controls, Inc.

PROPOSAL PROJECT: Cooper Green ACS Retrofit Hospital Gates

Date: August 26, 2013

Total: \$40,400

All the above pricing is based on the Federal Supply Schedule Contract and Purchasing Agreement Contract ID: CON-00003821, between JCI and Jefferson County executed by Jefferson County Commission on 4/23/12.

For the above price this proposal includes:

(1) Enclosure centrally installed in Main Hospital for existing doors on 3rd floor and below.

- 8 reader capability total
- Battery Backup
- (4) Multiclass Proximity Readers
- (4) Relays
- Existing gate operators to remain, assumed to be in working order.
- All new wiring from New readers and existing gate operators to new Enclosure.
- Conduit between lower level gates in Parking deck
- Programming, inspection and commissioning of system for included devices.
- 12 Month Hardware Warranty after completion of project.
- All equipment installed in the City of Birmingham is to be listed by testing lab, as required by City of Birmingham.
- All JCI employees or sub-contractors will be required to have Jefferson County badge on them at all times when on Jefferson County Property. Where required, an escort to certain spaces will be provided by an owner's representative.
- All wires are to be neatly ordered and clearly labeled on both ends as retrofit progresses.
- Wire from created junctions to JCI ACS panels is to be plenum rated combo cable.
- Where required, wires are to have strain reliefs installed.
- Wire run above drop ceiling is to be properly supported per all applicable NFPA, IBC and NEC codes.
- No wire is to be laid across ceiling, tied to drop ceiling supports, ductwork, piping, existing conduit, or existing wire.
- All penetrations through Fire rated walls are to be sealed as per applicable codes, AHJ recommendations, and according to Owners requests.
- When cable is in exterior conduit cable rated for wet locations is to be used.
- Database migration will be provided by JCI.

Proposal does not include:

- Existing equipment to remain is assumed to be is working order
- Any repairs required to provide a functional system will be performed as a Change Order
- Greater than 24v Power Wiring connections within panel, 120v where needed is to be supplied by owner, and is to be connected to the buildings backup UPS system.
- Programming of Time zones, Access Levels and/or badges to be completed by Jefferson County Any additional devices not in scope,

but required by Authority Having Jurisdiction or wiring to add said devices.

- Conduit specified below is assumed to be usable.
 - Conduit main pathway is assumed to be usable between Hospital and Deck
 - Conduit pathway is assumed to be usable between Hospital and Doctors Parking Lot Gate
- Lift (all work is assumed to be able to be provided using no more than a 12' ladder)
- After-hours or Holiday Labor (outside of M-F 7-6 and holidays according to JCI calendar)
- Any change orders requested by owner's representative must be approved before any related work is performed.

TERMINATION: This agreement may be terminated by either party for convenience with a (30) day written notice.

PAYMENT TERMS: All payments are due and payable within (30) thirty days of invoice date.

This proposal is valid for thirty days from the proposal date.

Johnson Controls

W.D. Carrington

Scott Smith, Branch Manager

Jefferson County Commission President

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

Oct-21-2013-817

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 Dell Marketing, LP to provide Enterprise software maintenance and support for Dell Kace Management System for the period August 25, 2013 - August 24, 2014 in the amount of \$3,580.

CONTRACT NO.: 00004634

Contract Amendment No. 1

This Amendment to Contract entered into the 25th day of August, 2013, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "the County, and Dell Marketing, LP, hereinafter referred to as the "Contractor" to provide Enterprise Software Maintenance and Support for Dell Kace Management System.

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. 00004634. The original contract between the parties referenced above, was approved by the Commission on March 14, 2013; recorded in MB 164, Page (s) 485-487.

Item 3. Amend Term of Contract August 25, 2013 through August 24, 2014.

Item 4. Amend Compensation The Contractor shall be compensated a sum of \$3,580.00.

Item 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.

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

JEFFERSON COUNTY COMMISSION

DELL MARKETING, LP

W. D. Carrington, President

Diane Wigington, Public Contracts Manager

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

Oct-21-2013-818

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates, Inc. to provide engineering services in connection with the inspection/testing of existing domestic water tank located on the roof of the 2121 Building and to produce/deliver evaluation report and engineering recommendation in the amount of \$3,000.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this October 1, 2013, by and between Jefferson County Commission, hereinafter called "the County, and MW/Davis Dumas & Associates, Inc. located at 2720 3rd Avenue South, Birmingham, Alabama 35233 hereinafter called "the Contractor."

WHEREAS, the County desires to contract for Engineering Services.

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.

SCOPE OF SERVICES: Provide Engineering services for Division 15 (Mechanical /Plumbing) in connection with the inspection / testing of existing domestic water tank located on the roof of the 2121 building and produce/deliver evaluation report and engineering recommendations.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twelve months beginning October 1, 2013 through September 30, 2014 or project completion.

COMPENSATION: Mechanical Engineering s rvices to be performed for a lump sum fee of three thousand dollars (\$3,000.00). Should additional services be required due to unknown conditions or expanded services as requested by County this agreement may be modified by addendum with written authorization by both parties and billed at the hourly rates as described in attached proposal. Payments due Net 30.

Reimbursable Expenses: Reimbursable expenses will include printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service. Reimbursable expenses are included in the above lump sum fee for the described "Scope of Work".

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: MW/Davis Dumas & Associates, Inc.
Attention; Mr. James Robinson, PE
2720 3rd Avenue South
Birmingham, Alabama 35203

Copy to: Jefferson County Commission
General Services Department
Director of General Services
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

James Sam Davis, Jr., P.E., President

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, Carrington and Knight.

Oct-21-2013-819

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement between Jefferson County, Alabama and Birmingham Regional Paratransit Consortium, d/b/a Clanstran for use of certain office space located on the 11th Floor of the 2121 Building for FY2013/2014 in the amount \$51,930 annually.

LICENSE AGREEMENT

WHEREAS, Jefferson County is the owner of property located at 2121 Reverend Abraham Woods, Jr., Boulevard, Birmingham, Alabama 35203, hereinafter known as the "2121 Building"; and

WHEREAS, Jefferson County desires to enter into a License Agreement between the County and the Birmingham Regional Paratransit

Consortium, d/b/a Clastran for certain office space located on the 11th Floor of said 2121 Building.

WITNESSETH:

By this Agreement made between the Jefferson County Commission (hereinafter referred to "Jefferson County") and Birmingham Regional Paratransit Consortium, d/b/a Clastran (hereinafter referred to as "Clastran"), agree on the following:

IN CONSIDERATION OF THE PREMISES, Jefferson County hereby lets and licenses to Clastran for the term of this Agreement:

Property located at: 2121 Reverend Abraham Woods Jr., Blvd
Birmingham, Alabama 35203
11th Floor office space, measuring 4,404 Square feet.

1. Term:

The term of the License is for one year, beginning October 1, 2013, and ending on September 30, 2014. At the expiration of said term, the License may be considered by Jefferson County for a renewal term with such terms as agreed upon by the parties.

2. Rent:

Clastran agrees to pay Jefferson County rent in the amount of \$51,930 per year. Said amount shall include maintenance, utilities and janitorial service. Said \$51,930 per year shall be paid in monthly installments of \$4,327.50.

3. The Parties Also Aaree:

A. Clastran agrees to occupy the premises and shall keep the same in good condition and shall not make any alterations thereon without the written consent of Jefferson County.

B. Any amendments to this Agreement shall be in writing and signed by both parties.

4. Termination:

Jefferson County shall have the right to terminate this License immediately upon default by Clastran of any provision hereof and/or upon thirty (30) days written notice to Clastran for the convenience of Jefferson County.

5. Insurance:

Clastran shall not assign or alienate this License in any manner whatsoever without written consent and approval of Jefferson County. Clastran hereby agrees to indemnify, hold harmless and defend Jefferson County, its elected officials and employees from and against any liabilities for damages or loss or claims in any manner arising out of its use and occupancy of said office space. Clastran hereby agrees to purchase and maintain throughout the term of this License and all extensions hereof, comprehensive general public liability insurance, naming the Jefferson County Commission, Jefferson County, Alabama, its Commissioners, County Manager and County employees as named insurers with a company duly authorized and approved to do business in Alabama. Clastran agrees to provide a copy of said insurance policy and each renewal certificate thereafter to Jefferson County. Said insurance will include minimum coverage as follows: (1) \$300,000 for personal injury, liability and/or death from any one occurrence; (2) \$100,000 for personal injury and/or any single injury or death; (3) a clause obligating the insurance company to give not less than thirty (30) days written notice to the President of the Jefferson County Commission and the Director of General Services of Jefferson County, Alabama, for cancellation thereof. No such cancellation shall relieve the insurance company for any insurance liability or responsibility for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.

6. Worker's Compensation Insurance:

Worker's compensation insurance is required by law, for all Clastran employees.

7. Liens:

Clastran shall not suffer or permit any mechanics' or materialmen's liens to be filed against the premises or other property of Jefferson County by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to Clastran or any contractor or subcontractor of Clastran. If any mechanics' or materialmens' lien is filed against the premises or other property of Jefferson County, the Clastran shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to Jefferson County. If Clastran learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the premises or other property of Jefferson County, Clastran shall give prompt notice of the same to Jefferson County.

8. Governance Clause:

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

IN WITNESS WHEREOF, the parties have caused this License to be executed in their names and behalves this day of , 2012.

JEFFERSON COUNTY, ALABAMA

W.D. CARRINGTON, President

Jefferson County Commission
BIRMINGHAM REGIONAL PARATRANSIT CONSORTIUM, d/b/a CLASTRAN
FENN CHURCH ,Executive Director

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

Oct-21-2013-820

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Shani Innaara, Inc., applicant; Aftab Hussain Mithani, President/Store Manager; d/b/a Forestdale Jet-Pep located at 1084 Forestdale Blvd., Birmingham, AL 35214 for an (050) Retail Beer and (070) Retail Table Wine (off-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, Carrington and Knight.

Oct-21-2013-821

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-2013-020 Alabama Power Company, owner; Ty R. Cole, agent; requests a change of zoning on Parse! ID# 15-21-4-0-1.9, in Section 21 Twp 16 Range 4 West from I-3 (Industrial) to U-1 (Utilities) for a power substation. (Case Only: 4250 Brookville School Road, Graysville, AL 35073)(GRAYSVILLE)(9.3 Acres M/L)

RESTRICTIVE COVENANT: Development of the property shall be in accordance with the site plan presented at the September 12, 2013 hearing of the Planning & Zoning Commission.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2013-020 be approved. Voting "Aye" Stephens, Brown, Carrington and Knight.

Oct-21-2013-822

WHEREAS, the polling location, Precinct 5030, of Saint Marks United Methodist Church located at 2901 Columbiana Road, Birmingham, AL 35216 is no longer available; and

WHEREAS, the Hoover Educational Facility, formerly the Old Berry High School, located at 2826 Columbiana Road, Birmingham AL 35216 is available for use as a polling location; and

WHEREAS, a new polling location, Precinct 5035, needs to be created at Fullness Christian Fellowship located at 2575 Columbiana Road, Birmingham, AL 35216 to alleviate potential crowding problems at the Hoover Educational Facility.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling location at Saint Marks United Methodist Church be relocated to the Hoover Educational Facility and that a new polling location be created at Fullness Christian Fellowship.

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

Oct-21-2013-823

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Foreign Language Services, Inc. to provide language services for Jefferson County Family Court for the period October 1, 2013 - September 30, 2016.

CONTRACT NO: 00005613

RFP NO. 140-13

FAMILY COURT LANGUAGE SERVICE

THIS AGREEMENT entered into this 1st day of October 2013, by and between Jefferson County, Alabama, hereinafter called "the County", and Foreign Language Services, Inc. located at 3609 A5 Memorial Parkway, SW, Huntsville, AL 35801 hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for language services for Jefferson County Family Court, hereinafter called "Family Court", and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 140-13 dated August 9, 2013, the terms of which are included herein by reference. Jefferson County, Alabama d/b/a Jefferson County Family Court desires to enter into contract with a community partner/or individual to provide professional language services in the social service and judicial setting to clients with limited English proficiency in the Birmingham and Bessemer Division of Family Court as on an as needed basis as described below:
 - Specified Languages: Must provide face-to-face, and/or written translation of the following languages: American Sign Language (ASL), Spanish, Quiche, or another Mayan language.
 - Written Translation: Must provide written translations to documents and forms used by the Jefferson County Family Court using proofreaders from several countries to ensure documents use common language between all Spanish speakers.
 - Availability and Response Time: Jefferson County Family Court requires response time for requests for services to be less than two (2) hours. All services must be available 24 hours a day, 7 days a week, 365 days a year.
 - Certifications/Training/Professional Membership: Interpreters must have successfully completed at least a 40-hour interpreter-training course and meet certification requirements by the State of Alabama AOC. Interpreters must have the necessary professional memberships, training, certification, and education that would establish a standard of excellence and knowledge of current national issues and trends for foreign language interpreters in the social service and judicial setting.
 - Accuracy and Completeness: Interpreters shall always thoroughly and faithfully render the source language message, neither omitting nor adding anything, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message
 - Cultural Sensitivity and Courtesy: Interpreters shall be culturally competent, sensitive, and respectful of the individual(s) they serve and experienced in meeting the needs of a culturally diverse population.
 - Professional Development: Interpreters shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for three years October 1, 2013 through September 30, 2016.

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

Translation Services - Spanish, Ouiche or another Mayan languages:

Consecutive Interpreting English><Spanish - \$65 Hour - 2 hour minimum

Consecutive Interpreting English><Other - \$65 - \$90 Hour - 2 hour minimum

ASL Interpreter - \$79 Hour - 2 hour minimum

Hotline/Telephone - \$2.00 - Minute - No minimum required.

Travel - \$.55 - Mile - if over 10 miles to interpreting site; billed on # minutes.

Travel Labor - \$32.50 - \$45.00 - if travel takes more than one hour of commute to the interpreting site, we will bill for travel labor based on half the interpreting labor rate.

Legal Translation from or into Spanish - \$.20 - Word - \$65 minimum; bill a minimum charge of \$65 for all documents that are less than 325 words. Anything over 325 words will be billed at a rate of \$.20/word

Legal Translation - all other languages - \$.20 - \$.28/word - \$85 minimum; bill a minimum charge of \$85 for all documents that are less than 325.

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

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

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

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

9. NON- DISCRIMINATION POLICY:

The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/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.

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

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

12. LIABILITY:

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

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

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Jefferson County Family Court
Director of Programs
120 2nd Court North.
Birmingham, AL 35204

Copy to: Jefferson County Commission
Finance Department
716 N Richard Arrington
Suite 820
Birmingham, AL 35203

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

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

16. STATEMENT REGARDING BANKRUPTCY: Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, the County Commission has resolved that it will pay its trade debts that arose before the County filed for chapter 9 as and when those debts become due, so long as the vendor to whom such debt is due continues to provide goods and services to the County while it is in chapter 9 on the same terms that it provided goods and services to the County before it filed for chapter 9. Also, any goods and services provided to the County after it filed for chapter 9 will, of course, be paid by the County in accordance with the parties' agreed upon terms.

The County appreciates greatly the support that our vendors and suppliers have provided us over the years, and will continue to provide during this time of restructuring.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

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.

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

Caroline S. Myers, President/Director

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, Carrington and Knight.

Oct-21-2013-824

WHEREAS Jonathan Porter desires to serve a second term on the Jefferson County Economic and Industrial Development Board, and;
BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Jonathan Porter to serve on the Jefferson County Economic and Industrial Development Board effective upon approval and ending October 31, 2017.

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

Oct-21-2013-825

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the agreement between the Jefferson County Commission and The Jefferson County Housing Authority for Fair Housing Counseling Services. The agreement is for \$25,000.00 and for the period October 1, 2013 to September 30, 2014.

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

Oct-21-2013-826

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 extend the agreement between Jefferson County, Alabama and Hatch Mott MacDonald for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI). The new completion dates shall be December 31, 2013. There are no additional expenses associated with this modification. All other terms of the contract shall remain the same. This project is from the 2010 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic

Development, hereinafter called "the County", and Hatch Mott MacDonald, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be August 23, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 23, 2013, in Minute Book 163, Page 56, is hereby amended as follows:

The purpose of this Modification is to extend the contract between Jefferson County and Hatch Mott MacDonald for the Murphree Road Improvements Project (CDBG10-03K-U04MRI). The modification is at no additional cost. The new completion date shall be December 31, 2013. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

_____, Senior V. P.

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

Oct-21-2013-827

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 extend the agreement between Jefferson County, Alabama and CEAssociates Engineering Consultants, for the Edgewater Park Project (CDBG10-03F-U03-EDG). The new completion dates shall be December 31, 2013. There are no additional expenses associated with this modification. All other terms of the contract shall remain the same. This project is from the 2010 program year.

AMENDMENT TO CONTRACT #3

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and CEAssociates Engineering Consultants, hereinafter called "the Contractor" for grant allocation PY10/FY12. The effective date of this agreement shall be March 13, 2012.

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 March 13, 2012, in Minute Book 163, Page 56 and modified on January 17, 2013, in Minutes Book 164, Page 308, is hereby amended as follows:

The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and CEAssociates for the Edgewater Park Project (CDBG10-03F-U03EDG). The new completion date shall be December 31, 2013. All other terms and conditions of the modified contract shall remain the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

_____, President

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

Oct-21-2013-828

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 extend the agreement between Jefferson County, Alabama and Thompson Architecture, for Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FPH). The first extended completion date was March 2, 2012 and the new completion date shall be December 31, 2013. There shall be no additional expenses associated with this extension. This project is from program year 2009 and funded by federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Thompson Architecture, hereinafter called "the Contractor" for grant allocation PY09. The effective date of this agreement shall be March 2, 2012.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on June 29, 2010 in Minute Book 160, Page 144

The contract between the parties was extended and approved by the Jefferson County Commission on May 21, 2011 in Minute Book 161 pages 543-543 and November 22, 2011 in Minute Book 162 pages 420-421, is hereby amended as followed:

The purpose of this Modification is to extend the contract for the Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP). The new completion date shall be December 31, 2013. There is no additional expense associated with this extension. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Robert N. Thompson, President

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

Oct-21-2013-829

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 extend the agreement between Jefferson County, Alabama and Thompson Architecture, for Fairfield Library Improvements Project (CD11-03-M1-FAI). This extension shall be at no additional cost. The first extended completion date was March 17, 2013. The new completion date shall be February 28, 2014. All other terms and conditions of the modified contract shall remain the same. This project is from program year 2011 and funded by federal funds.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Thompson Architecture, Inc, hereinafter called "the Contractor" for grant allocation PY11. The effective date of this agreement shall be July 17, 2012.

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 July 17, 2012, in Minute Book 163, Page 361, is hereby amended as follows:

The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and Thompson Architecture, Inc. for the Fairfield Library Improvements Project (CD11-03-M1-FAI). This extension is at no additional cost. The new completion date shall be February 28, 2014. All other terms and conditions of the modified contract shall remain the same. I

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission
CONSULTANT
Robert N. Thompson, President

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

Oct-21-2013-830

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 Syms Contractors, Inc., for the Edgewater Community Park Project (CDBG10-03F-U03-EDG) The purpose of this Amendment #1 is to increase the days for construction an additional 81 days. The new contract date shall be September 9, 2013. The new completion date shall be November 29, 2013. All other conditions and terms 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, Carrington and Knight.

Oct-21-2013-831

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Sentell Engineering Inc. for engineering services associated with the Concord Drainage Improvements Project (CDBG-DR-12-03I-U03-CDI). The fee for these services shall not exceed One Hundred Thirty Thousand One Hundred and 00/100 Dollars (\$130,100.00), and will be paid for in full with federal disaster relief funds. This project is from the Program Year 2012 funds.

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

Oct-21-2013-832

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 an Amendment to the Agreement between Jefferson County, Alabama and The Willows for the Emergency Solutions Grant program, dated September 12, 2013. The purpose of the Amendment is to authorize changes in eligible expenditures associated with the grant.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called the "County," and the Willows, hereinafter called the "Contractor" to provide services under the Emergency Solutions Grant (ESG) Program. The effective date of the agreement shall be September 12, 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 September 12, 2013, in Minute Book 165, Page 311 is hereby amended as follows:

1. Modify the agreement to include a one-time payment that may be less than, but shall not exceed six (6) months of applicable rent in arrears for past due rent and late fees due to the Landlord.
2. Add the statement that the County may also pay for applicable water and sewer utility services on behalf of this client. The County will also make a one-time payment that may be less than, but shall not exceed six (6) months of applicable utility arrears for water and sewer due to the Landlord.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

THE WILLOWS

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

Oct-21-2013-833

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 #119134 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 J H Berry & Gilbert, Inc. to make rental payments on behalf of Program Participant #119134 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 J.H. Berry & Gilbert, Inc. for an amount not to exceed Six Thousand and no/100 Dollars (\$6,000.00). This agreement is from Program Year 2012 state funds.

JEFFERSON COUNTY EMERGENCY SOLUTIONS GRANT (ESG)

RENTAL ASSISTANCE AGREEMENT

Agreement between Jefferson County, AL (County) and J.H. Berry & Gilbert Inc. (Landlord) for tenant based rental assistance for the following program participant:

Program Participant: 19134
Property Address: 757-F Main Street
City, State, Zip: Gardendale, AL 35071
Landlord: J.H. Berry & Gilbert Inc.
Address: P.O. Box 11810
City, State, Zip: Birmingham, AL 35202

Conditions and Terms of this Rental Assistance Agreement (Agreement):

1. This Agreement begins and ends . The agreement terminates and no further assistance under this agreement will be made if (1) the program participant moves out of the housing unit for which the program participant has a lease, (2) the lease terminates and is not renewed; or (3) the program participant becomes ineligible to receive rental assistance. The County will provide written notice to the Landlord of its discontinuance of rental assistance.
2. Monthly rent is \$695.00. Payment is due on the 1 st of the month every month. Payments received after the 1 st day of the month will be assessed a late fee of \$10. Please note that late payment fees on current rent cannot be paid with Jefferson County's ESG funds. The County will also make a one-time payment that may be less than, but shall not exceed six (6) months of applicable rent in arrears for past due rent and late fees due to the Landlord. Rent is payable upon receipt pending approval from Jefferson County Office of Community and Economic Development.
3. During the term of the Agreement, the landlord must provide the County a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant. 24 CFR 576.106(e).
4. Termination for Convenience - Upon seven days written notice to the Landlord, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, Landlord shall be paid (without duplication of any items):

Landlord shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

Please note that this rental assistance agreement does not take the place of the original lease between the program participant and the landlord.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

LANDLORD

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

Oct-21-2013-834

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, is authorized to sign Modification 13-C to the WIA Plan No. 13-0.

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

Oct-21-2013-835

BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign an agreement between Jefferson County, Alabama and CTB/ McGraw-Hill LLC. McGraw-Hill will provide TABE tests for online and personal computer use. The license contract for the online version is for five years. The total amount of the contract is for an amount not to exceed \$20,000.00.

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

Oct-21-2013-836

WHEREAS, Jefferson County Commission was awarded an \$800.00 Grass Root grant for the benefit of Concord.

WHEREAS, a non-profit organization could not be identified to accept the grant.

THEREFORE BE IT RESOLVED, that the Finance Department is authorized to return the grant funds of \$800.00 to the Alabama Power Foundation.

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

Oct-21-2013-837

WHEREAS, Jefferson County, Alabama is a Participating Jurisdiction in the Community Development Block Grant – Disaster Recovery (CDBG-DR) funded by the United States Department of Housing & Urban Development; and

WHEREAS, Courtney L. Grammer has submitted a loan application for the purchase of the property located at 1055 10th Street in the City of Pleasant Grove for the total price of \$86,800.00; and

WHEREAS, said loan applicant has applied for Community Development Block Grant-Disaster Recovery (CDBG-DR) assistance in an amount up to \$80,000.00 from Jefferson County, Alabama under the Homebuyer Assistance Program and has agreed to all applicable regulations and restrictions; and

NOW, THEREFORE BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Community Development Block Grant – Disaster Recovery (CDBG-DR) assistance in an amount up to \$80,000.00 is hereby approved contingent upon upon execution of all required loan documents;

NOW, THEREFORE BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama that the President is

hereby authorized to execute on behalf of the County the loan agreement for this loan; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama that the Director of the Finance Department is authorized to issue a check to the closing attorney's escrow account in the amount of \$80,000.00;

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

Oct-21-2013-838

WHEREAS, the Alabama Department of Economic and Community Affairs has approved Jefferson County's application for Emergency Solutions Grant (ESG) funds for the amount of \$50,000.00 in Homelessness Prevention activities; and

WHEREAS, the Office of Community and Economic Development desires to assist eligible ESG residents of Jefferson County in paying utility bills, utility deposits, rental application fees, rent, rent arrears, security deposits; and

WHEREAS, all funds paid to vendors under the terms of the agreement shall be based on eligibility and availability of ESG funds;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to allow the Finance Department to make payments not to exceed \$50,000.00 on behalf of those eligible ESG residents upon receipt by the Jefferson County Office of Community and Economic Development. The cost will be paid for with ESG funds

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

Oct-21-2013-839

NOW THEREFORE 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 the City of Pleasant Grove for the CDBG-DR debris removal and demolition activities relating to the April, 2011 tornado. The amount of the contract is \$150,000.00 and terminates on May 7, 2014.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and the City of Pleasant Grove, hereinafter called "the Contractor" for grant allocation B 12-UT-01-0001. The effective date of this agreement shall be October 24, 2014.

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 July 25, 2013, in Minute Book 165, Page(s) 228, is hereby amended as follows:

The purpose of Amendment # t is to add the following additional terms:

ELEVENTH: The County shall reimburse the CITY an amount not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for eligible CDBG Disaster Recovery demolition and associated costs.

TWELFTH: The County will reimburse Pleasant Grove, Alabama for the cost of advertising for bids the debris removal and clean-up project in the Birmingham News, Birmingham Times, and the Latino News. The reimbursement will be based on receipt of advertising invoices and any other necessary invoices to support the amount requested for payment.

THIRTEENTH: The demolition and clean-up reimbursement shall be based on actual invoices and the payment claimed for each completed site, for a maximum of 95% per site. The remaining 5% of the reimbursement shall be payable upon the completion of all obligations of the CITY under this Agreement. Requests for payment shall be submitted on forms required by and furnished by the COUNTY. The payments shall be due and payable upon receipt following approval from the Jefferson County Office of Community and Economic Development. The CITY shall include copies of contractor's invoices and any other necessary invoices to support the amount requested for payment. The payments shall be due and payable upon receipt following approval from the Jefferson County Office of Community and Economic Development.

FOURTEENTH: ,SCHEDULE FOR COMPLETION

Bidding and Advertising	45 days
Bid Review/Demolition/Clean-up Contract Execution	45 days
County Review and Approval	15 days
Construction	90 days
Total Project Schedule	195 days

FIFTEENTH: Terms of Agreement and Authorization to Perform Work

The CITY shall be available to render demolishing and debris removal services to the County beginning October 24, 2013. The completion date of all services under this Contract is May 7, 2014.

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 remains the same.

JEFFERSON COUNTY, ALABAMA

ATTEST:

W.D. Carrington, President

Jefferson County Commission

CITY OF PLEASANT GROVE, ALABAMA

Jerry Brasseale, Mayor

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

Oct-21-2013-840

A RESOLUTION FOR BOARD OF EQUALIZATION TO SELL THREE OF THEIR RETIRED COUNTY UNITS, TO BE REASSIGNED TO AND PURCHASED BY THE DEPARTMENT OF LAND PLANNING AND DEVELOPMENT

WHEREAS, the County Fleet Manager has determined that the following list of retired units currently owned by the Board of Equalization be sold to the Department of Land Planning and Development,

<u>VEHICLE NUMBER</u>	<u>VEHICLE IDENTIFICATION NUMBER</u>	<u>VEHICLE DESCRIPTION</u>	<u>ASSET NUMBER</u>
A058101	IFAFP53U85AI59440	SEDAN 4 DR TAURUS 05	040893
A058104	1FAFP53U35A159443	SEDAN 4 DR TAURUS 05	040896
A058105	1FAFP53U45A262466	SEDAN 4 DR TAURUS 05	050582

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the above list of retired county units be purchased and placed back into service for use by the Department of Land Planning and Development.

BE IT FURTHER RESOLVED that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 930' of buried cable at 5524 Iceland Avenue in Edgewater.
2. Alabama Gas Corporation to install 1,650' of 2" and 3,182' of 4" gas main in McCalla Trace Phase II.

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

Oct-21-2013-841

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 following to provide funding for operation of Senior Citizen Centers for Fiscal Year 2013 - 2014 in the amount of \$10,000 each.

Bessemer Housing Authority	City of Trussville
City of Brighton	Town of Kimberly
City of Clay	Town of Sylvan Springs
City of Center Point	Jefferson County Committee for Economic Development - Hoopersville
City of Fairfield	Jefferson County Committee for Economic Development - Midfield
City of Fultondale	Jefferson County Committee for Economic Development - St. Joseph
City of Fultondale - Mt. Olive	Jefferson County Housing Authority - Spring Gardens
City of Gardendale	New Hope Baptist Church
City of Graysville	Positive Maturity - Shepherd Center East
City of Homewood	St. John Baptist Church
City of Hoover	Titusville Development Corporation
City of Morris	Western Area YMCA
City of Tarrant	

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

Oct-21-2013-842

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and through the Office of Senior Citizen Services and Seasoned Performers to provide theater/art performances at Senior Centers for the period October 1, 2103 - December 31, 2013 in the amount of \$7,500.

Contract ID: CON-00001511

AMENDMENT TO CONTRACT #3

This is an Amendment to the Contract by and between Jefferson County, Alabama and through the Office of Senior Citizens Services ("OSCS") (hereinafter referred to as "the County") and Seasoned Performers (hereinafter referred to as the "Agency").

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 November 23, 2010 at M. B. 161, Pg. 31; amended October 3, 2011, at M.B. 162, Pg. 378; amended October 9, 2012 at M.B. 163, Pgs. 604; is hereby amended as follows:

- To extend the Term of Services: Services shall commence on October 1, 2013 through December 31, 2013;
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR

Ellise Mayor, Managing Director

Seasoned Performers

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

Contract ID: CON-00004702

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, the agreement between the parties that was approved by the Jefferson County Commission on July 11, 2013 at M.B. 165, Pg. 188-189; and

WHEREAS, the term of the grant award is April 1, 2013 through March 31, 2014; and

WHEREAS, Alabama Department of Senior Citizens Services has modified the PAYMENT clause of the State Health Insurance Assistance Program (SHIP) Basic Grant Agreement to include an additional amount of \$1,279.00.

WHEREAS, the total SHIP grant funds for the grant period is \$84, 857.00; and

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this grant amount of \$1279.00 to be a part of Alabama's effort to strengthen its capability to provide all Medicare eligible individuals information, counseling and assistance on health insurance matters.

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.

GRANT AGREEMENT AMENDMENT

This is an AMENDMENT to the existing GRANT AGREEMENT between the Alabama Department of Senior Services and the Office of Senior Citizens Services for modification of the PAYMENT clause of the SHIP Basic Grant Agreement Budget Year April 1, 2013-March 31, 2014 as follows:

PAYMENT: Total funds for the grant period shall not exceed \$84,857.00

All other provisions of said GRANT AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the dates appearing next to their signatures.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Todd Russell

(for Legal Compliance/Form)

David Carrington, Commission President

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

Thereupon the Commission Meeting was recessed.

The Commission met in Work Session on October 31, 2013, and approved the following item(s) to be considered at the reconvened October 21, 2013, Regular Commission Meeting Agenda:

- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 3.

The Commission Meeting was re-convened Thursday, October 31, 2013 at 3:00 p.m. with the following members present:

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

WHEREAS, Jefferson County, Alabama (the "County") has engaged in negotiations with various creditors and reached consensual

settlements with respect to its outstanding debt, including certain general obligation warrants, certain limited obligation school warrants, and certain limited obligation sewer revenue warrants; and

WHEREAS, negotiation of a reduced debt burden on the County's general fund, tax revenues, and the revenues from the County's sewer system (the "System") is in the best interests of the County and benefits all residents of the County; and

WHEREAS, as a result of the ongoing negotiations with certain creditors, the County Commission by prior resolution approved (i) that certain Plan Support Agreement dated as of June 6, 2013 (the "Supporting Warrantholders PSA"), by and among the County, JPMorgan Chase Bank, N.A., and the "Supporting Warrantholders" from time to time party thereto; and (ii) four other plan support agreements with certain creditors of the System (collectively, the "Other PSAs"⁽¹⁾) and together with the Supporting Warrantholders PSA, the "Sewer PSAs"); and

WHEREAS, in furtherance of the transactions and settlements contemplated by the Sewer PSAs, the County has filed and prosecuted confirmation of the Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated July 29, 2013) (the "Current Plan"); and

WHEREAS, the County Commission preliminarily approved an initial financing plan for the possible issuance of new sewer indebtedness (the "New Sewer Warrants") by resolution dated June 4, 2013; and

WHEREAS, the County Commission preliminarily approved an amended financing plan for the possible issuance of the New Sewer Warrants by resolution dated July 23, 2013 (the "Amended Financing Plan"); and

WHEREAS, the County has been advised by its financial and other advisors, including the lead underwriter of the New Sewer Warrants - Citigroup Global Markets Inc. - that the combination of current market rates (yields) and the anticipated future capital expenditures and operating expenditures reviewed by the County's financial advisors as part of the process of preparing a municipal advisor's feasibility study in contemplation of the offering of the New Sewer Warrants would leave a significant deficiency (the "Deficiency") in the net proceeds that could be generated under the terms of the Amended Financing Plan; and

WHEREAS, as a result of the existence of the Deficiency and the lack of creditor concessions to address the Deficiency, the County Commission authorized and directed counsel for the County to begin the process of terminating the Supporting Warrantholders PSA by resolution dated October 17, 2013 (the "Termination Resolution"); and

WHEREAS, in accordance with the Termination Resolution, counsel for the County provided the first written notice from the County contemplated by Section 8.1(b) of the Supporting Warrantholders PSA via a notice dated October 17, 2013 (the "Termination Notice"); and

WHEREAS, subsequent to the issuance of the Termination Notice, representatives of the County met in good faith with representatives of certain of the County's sewer creditors in an effort to obtain further concessions sufficient to eliminate the Deficiency and allow the County to proceed to consummate a modified version of the Current Plan through the issuance of New Sewer Warrants; and

WHEREAS, as a result of the aforementioned meetings, the County has obtained agreements in principle, subject to the completion and execution of definitive documentation acceptable to the parties, for additional concessions or the provision of further value sufficient to address a Deficiency of up to \$300 million in the aggregate (subject to potential recoupment of any excess concessions through agreed formulas) (collectively, the "Further Creditor Concessions"); and

WHEREAS, a further amended version of the Amended Financing Plan (the "Further Amended Financing Plan"), a copy of which is attached to the minutes (on file in the Minute Clerk's Office) of this meeting, incorporates adjustments to the Amended Financing Plan to address subsequent revisions to the System's anticipated revenues, operating expenses, and capital expenses, as well as subsequent changes in market conditions and the Further Creditor Concessions.

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

1. The Further Amended Financing Plan is hereby approved.
2. Counsel for the County is hereby authorized and directed to forthwith provide a written notice from the County rescinding the Termination Notice.
3. The Termination Resolution is hereby withdrawn and counsel for the County is hereby authorized and directed not to proceed with any of the acts set forth in items 2, 3, and 4 of the Termination Resolution.
4. The President of the Commission is hereby authorized and directed (a) to execute and (b) direct counsel to:
 - (i) prepare and file a revised version of the Current Plan incorporating the terms of the Further Amended Financing Plan and the Further Creditor Concessions, and to take such steps as are necessary and appropriate to pursue confirmation of the revised chapter 9 plan, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions;
 - (ii) prepare appropriate supplements to each of the Sewer PSAs; and
 - (iii) prepare such other documentation as may be necessary or appropriate to document and implement the Further Creditor Concessions.

(1) The Other PSAs are: (1) that certain Plan Support Agreement dated as of June 6, 2013, by and among the County, JPMorgan Chase Bank, N.A., and each affiliate of JPMorgan beneficially owning Sewer Warrants signatory thereto; (2) that certain Plan Support Agreement dated as of June 6, 2013, by and among the County, Assured Guaranty Municipal Corp., as successor to Financial Security Assurance, Inc., Financial Guaranty Insurance Company, and Syncora Guarantee Inc., f/k/a XL Capital Assurance Inc.; (3) that certain Plan Support

Agreement dated as of June 27, 2013, by and among the County, The Bank of Nova Scotia, The Bank of New York Mellon in its capacity as a holder of Sewer Warrants, and State Street Bank and Trust Company; and (4) that certain Plan Support Agreement dated as of July 24, 2013, by and between the County and Lehman Brothers Special Financing Inc.

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

Oct-31-2013-845

WHEREAS, as part of the County's July 29, 2013 Plan of Adjustment (as it may be amended, supplemented or modified from time to time by the County in accordance with the terms thereof and 11 U.S.C. §942, the "Plan of Adjustment"), the County has agreed, upon confirmation and effectiveness of the Plan of Adjustment and certain other conditions, to issue refunding warrants (the "Refunding Sewer Warrants") payable out of revenues from the County's sanitary sewer system (the "System") in order to, among other things, refund various limited obligation sewer revenue warrants of the County currently outstanding and satisfy other sewer-related claims pursuant to the Plan of Adjustment; and

WHEREAS, as part of this process the County is required to prepare a preliminary official statement (such document, and any amendments, supplements or other modifications thereto; the "POS") and a final official statement (such document, and any amendments, supplements or other modifications thereto, the "OS") setting forth, among other things, material information about the County, the County's financial condition, the System, and the Refunding Sewer Warrants for use in marketing and selling the Refunding Sewer Warrants to the public; and

WHEREAS, the Commission has previously engaged the accounting firm Warren Averett LLC ("Warren Averett") to perform specific services on the County's behalf, including audits of the County's annual financial statements; and

WHEREAS, the Commission deems it necessary, desirable, and in the public interest to expand the scope of the County's engagement of Warren Averett and to engage Warren Averett to apply and provide certain specified services and procedures in connection with the preparation of the POS and the OS.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby authorizes the engagement of Warren Averett to apply and provide certain specified services and procedures in connection with the preparation of the POS and the OS and to otherwise assist the Commission with the preparation of the POS and the OS as the Commission and Warren Averett mutually agree; and

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commission President David Carrington is hereby authorized to execute and deliver on the Commission's behalf the attached engagement letter agreement with Warren Averett.

TERMS OF ENGAGEMENT

OCTOBER 21, 2013

1. **ENGAGEMENT.** Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for The Jefferson County Commission (the Commission). This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.
2. **SERVICES PROVIDED:** We will apply the agreed-upon procedures which the Commission and Citigroup Global Markets, Inc., Drexel Hamilton, LLC, First Tuskegee Capital Markets, Merchant Capital L.L.C., Jefferies LLC, Loop Capital Markets, Morgan Stanley & Co., Inc., RBC Capital Markets, Securities Capital Corporation, Siebert Brandford, Inc. and Shank & Co., LLC (the Underwriters) have specified and issue a letter in a form similar to that of the attached letter (Exhibit I), and provide professional services to the Commission as are requested by the Commission from time to time. The agreed-upon procedures are being performed in association with the Preliminary Official Statement and the final Official Statement, respectively (together, the Official Statement) of the Jefferson County Commission Senior Lien Sewer Revenue Current Interest Warrants Series 2013-A, Senior Lien Sewer Revenue Capital Appreciation Warrants Series 2013-B, Subordinate Lien Sewer Revenue Capital Appreciation Series Warrants 2013-C, Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants Series 2013-D and Subordinate Lien Sewer Revenue Current Interest Warrants Series 2013-E (collectively, the Series 2013 Warrants). This engagement is solely to assist the Commission and the Underwriters in connection with the Official Statement.
3. **RESPONSIBILITIES OF WARRENAVERETT. LLC:** Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the letter. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached letter either for the purpose for which this letter has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our letter, or will not issue a letter as a result of this engagement.

Because the agreed-upon procedures listed in the attached letter do not constitute an examination, we will not express an opinion on any information included in the Official Statement subjected to our procedures. In addition, we have no obligation to perform any procedures~beyond those listed in the attached letter.

We will submit a letter listing the procedures performed and our findings. This letter is intended solely for the use of the parties specified in the letter, and should not be used by anyone other than these specified parties. Our letter will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Our initial report will be dated on or before the date of the Preliminary Official Statement but prior to the execution of the Warrant Purchase Agreement and our follow-up report will be dated within five days of the scheduled closing date of the Series 2013 Warrants. These reports will be similar to that in Exhibit I. Any significant changes made in the draft report in Exhibit I will be communicated to you.

We understand that we will also be requested to provide a consent to include our report on the audited financial statements of the Commission as of and for the year ended September 30, 2012, in the Official Statement. Consequently, this engagement includes the performance of certain "keeping current" procedures that would enable us to issue a consent to include our report on the audited financial statements in the Official Statement.

This engagement will not include any procedures designed to detect fraud, theft or illegal acts and the Commission agrees that we will have no responsibility to do so.

4. **MANAGEMENT RESPONSIBILITIES:** You are responsible for the presentation of the information in the Official Statement in accordance with prescribed standards; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee any nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the information included in the Official Statement in accordance with prescribed standards.

5. **ENGAGEMENT ADMINISTRATION:** You agree that George Tablack, your representative, will serve as our contact person for your management's responses to our inquiries, and that we may rely on such responses as being the intentions of the Commission.

Carol Phillips is the engagement member and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures on a date mutually agreeable to both parties and, unless unforeseeable problems are encountered, the engagement should be completed near the closing of the Series 2013 Warrants.

6. **FEES:** Our fees for these services will be at our standard hourly rates, plus any out of pocket costs, and will be approximately \$40,000-\$50,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. Additionally, should delays in the issuance of the warrants or any other reason beyond our control, cause us to have to repeat or update procedures, you will be billed for the additional time required on our part. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

7. **BILLING:** Invoices are due upon receipt. In the event that payment is not received within 30 days of the due date, the Commission will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Commission agrees that we will not be responsible for the Commission's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Commission resulting from the Commission's failure to meet such deadlines.

8. **EMPLOYMENT:** In the event you desire to employ a current employee of Warren Averett, LLC or a previous employee of Warren Averett, LLC whose termination date is within 6 months of the date services were provided to you by us, you agree to consult with us concerning such employment. In addition, if you employ such employee, you agree Warren Averett, LLC has the option to receive a reasonable placement fee from you, in an amount determined by us not exceeding 25% of employee's annual compensation at the time of termination.

9. **LEGAL FEES:** In addition to the fees for services described in this agreement, the Commission agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, and legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

10. **LIABILITY:** Warren Averett, LLC's maximum liability to the Commission for any reason shall be limited to the fees paid by the Commission for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence or our willful misconduct.

11. **INDEMNITY:** To the extent permitted by applicable law, the Commission agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns

of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the Commission, including its management, board of directors, employees and other duly authorized representatives, or intentional withholding or concealment of information from Warren Averett, LLC by the Commission.

12. DISPUTE RESOLUTION: By signing this agreement, the Commission agrees that any controversies, issues, disputes or claims ("Disputes") asserted or brought by or on behalf of the Commission shall be RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to the Commission prior to or after the initiation of any arbitration claim, Warren Averett, LLC may elect in its sole discretion (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal actions related to a Dispute shall be instituted in the courts of the State of Alabama, or (if it has jurisdiction) of the United States in the State of Alabama, in either case, sitting in Birmingham, Alabama ("the Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding brought in Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. If the Commission recovers less than that which may be offered by Warren Averett, LLC or its representatives prior to, or during the course of, any such arbitration, litigation, mediation or other settlement negotiation, then the Commission agrees to reimburse Warren Averett, LLC for any legal fees or costs incurred in the defense by Warren Averett, LLC relating to the resolution of the Dispute, discontinuance, and/or abandonment of the Dispute presented by the Commission within 90 days subsequent to the issuance of any arbitration award or final judgment, the effective date of any mediation/settlement agreement, or the date of abandonment of the Dispute by the Commission as perceived by Warren Averett, LLC. The parties acknowledge that (x) they have read and understood the provisions of this agreement regarding arbitration and (y) performance of this agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U. S. mail services and other interstate courier services.

13. INVALIDATION. In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

14. DISCLOSURE: From time to time, we may disclose your information to a service bureau that assists us in providing data processing services. We have secured agreements with these service bureaus to maintain the confidentiality of your information. Warren Averett, LLC will remain responsible for the work provided by any of these service bureaus.

15. TERM: This agreement shall survive the termination of the Commission's engagement of Warren Averett, LLC.

16. AMENDMENT. The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Commission. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Commission for the Current Specified Services. This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Commission.

CLIENT SIGNATURE: If the foregoing is in accordance with the Commission's understanding, please sign the copy of this letter in the space provided and return it to us.

Acknowledged:

W. D. Carrington, President
Jefferson County Commission

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

Oct-31-2013-846

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.

Agreement and Amendment to Agreement with Hill Realty, LLC, d/b/a Southpace Management for lease of warehouse space located at 4500 5th Avenue South, Birmingham, AL 35222 for the period November 1, 2013 - October 31, 2023 in the amount of \$69,000 for the first five (5) years.

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

BUDGET TRANSACTION

1. Emergency Management Agency \$80,000
Shift funds from salaries to rental facilities.

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

Oct-21-2013-847

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 10/1/13 - 10/7/13 and 10/8/13 - 10/14/13, be and here by is approved.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m. November 7, 2013.

President

ATTEST

Minute Clerk