

STATE OF ALABAMA)

JEFFERSON COUNTY) November 26, 2013

The Commission convened in regular session at the Birmingham Courthouse at 10:20 a.m., David Carrington, President, presiding and the following members present:

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

Motion was made by Commissioner Brown seconded by Commissioner Knight that the Minutes of November 6, 2013, be approved. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

The Commission met in Work Session on November 26, 2013, and approved the following items to be placed on the November 26, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 11, excluding Item 4.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 21 and Addendum Items 2 through 4.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 13.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 36 and one additional item.

REQUEST FOR CERTIFICATIONS

County Manager

Administrative Clerk

Family Court - Clerk's Office

Court Clerk

District Attorney - Birmingham

Administrative Clerk - 3 positions

Senior Legal Secretary

Budget Management - Payroll

Accounting Assistant II

Environmental Services - Sewer Services

Accounting Assistant I

Tax Assessor - Birmingham

Administrative Clerk - 2 positions

Auditor - 2 positions

Treasurer

Principal Accountant

Community Development

Accountant

General Services - Administration

Security Officer

Sr. Security Officer

Maintenance Repair Worker - 2 positions

Roads & Transportation - Right of Way

Chief Land Acquisition Agent

Roads & Transportation - Hwy Maintenance - Bessemer

Construction Equipment Operator

Roads & Transportation - Bessemer

Skilled Laborer

Environmental Services - Sanitation Administration/Sewer Impact

Accounting Assistant I

Sewer Service Inspector

Environmental Services - Shades Line Maintenance

Heavy Equipment Operator

Environmental Services - E&C - Inspection & Grouting

Sewer Video Specialist

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

Nov-26-2013-897

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama and Chappelle Consulting Group to comply with the Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160 and 164) and the Health Information Technology for Economic and Clinical Health Act, Title XIII

Chappelle Consulting Group

Jefferson County Commission

Steven Syrkin, Partner

W. D. Carrington, President

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

Nov-26-2013-898

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to Business Associate Agreement between Jefferson County, Alabama and Blue Cross and Blue Shield of Alabama to comply with the final HIPAA regulations issued by the Department of Health and Human Services and published in the Federal Register on January 25, 2013.

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

Nov-26-2013-899

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 8 to the agreement between Jefferson County, Alabama and Behavioral Health Systems, Inc. to amend Addendum F - Business Associate Agreement.

AMENDMENT #8

This Amendment is made and entered into this 1st day of October, 2013, by and between Behavioral Health Systems, Inc. ("BHS") and Jefferson County Commission ("Corporation") as follows:

WHEREAS, that original Managed Care Plan Agreement, effective as of October 1, 1998 is amended as follows to become effective on October 1, 2013.

1. Addendum F shall be replaced in its entirety with Revised Addendum F attached hereto, to be effective until the same may be revised from time to time.

All other provisions of said Agreement shall remain in full force and effect. (Attachment on file in the Minute Clerk's Office)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first above written.
BEHAVIORAL HEALTH SYSTEMS, INC.

Deborah L. Stephens

Its Founder, Chairman, & CEO

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

Nov-26-2013-900

ACTION BY JEFFERSON COUNTY COMMISSION (The Hartford/Mass Mutual)

The undersigned, W.D. Carrington (Commission President) hereby certifies that the following extract of resolutions below was taken from a duly called meeting of Jefferson County Commission:

WHEREAS, Jefferson County Commission has previously approved and adopted the Jefferson County Commission Deferred Compensation Plan ("Plan") to permit employees to enter into an agreement which will provide for deferral of payment of a portion of their current compensation until death, retirement, severance from employment, or other event, in accordance with the provisions of Section 457 of the Internal Revenue code of 1986. Participation in the Plan is voluntary and there is no contribution by Jefferson County Commission.

WHEREAS, Jefferson County Commission does hereby declare the intention of the Organization to continue the Plan, but reserves the right to terminate or amend the Plan at any time.

WHEREAS, Jefferson County Commission does not and cannot represent or guarantee that any particular federal or state income, payroll or other tax consequence will occur by reason of participation in this Plan. A participant should consult with his or her own attorney or other representative regarding all tax or other consequences of participation in this Plan.

WHEREAS, the members of Jefferson County Commission are hereby jointly and severally authorized to take such actions and to execute such documents as they deem necessary or desirable in order to carry out the intent of the foregoing resolutions and required under the Plan to make the Plan fully effective in accordance with its terms and intent.

I DO HEREBY CERTIFY that Jefferson County's Payroll Manager is the keeper of its records for the purpose of Deferred Compensation.

I FURTHER CERTIFY that the above is a true, correct and complete extract of resolutions adopted at a duly called and held meeting of Jefferson County Commission, and that said resolutions are still in effect and have not been modified or revised and are not in conflict with the by laws of this Organization.

IN WITNESS WHEREOF, I have set my hand and the seal of the Organization

W. D. Carrington

Commission President

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

Nov-26-2013-901

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Malinda Stubbs Parker, Tax Collector's Office was granted a military leave of absence from February 12, 2013 to October 1, 2013 and the amount of pension contributions due Malinda Stubbs Parker is \$1,782.04 plus the County matching contributions of \$1,782.04 for a total of \$3,422.08.

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

Nov-26-2013-902

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.

- A. Perceptive Software - purchase of eight (8) additional ImageNow Client Concurrent licenses and maintenance support in the amount of \$23,040
- B. Amendment No. III to agreement with Infor (US), Inc. to provide annual maintenance and support for the Infor (Lawson) software for the period December 1, 2013 - November 30, 2014 in the amount of \$116,266.14

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

Nov-26-2013-903

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute the Agreement for Programing Services to modify the existing Private Meter Application of the new tiered sewer rate structure between Jefferson County, Alabama and TekSouth Corporation. This agreement provides programing and support services for application modification and development related to the implementation of the new tiered sewer rate structure. Existing applications will be updated to comply with the new tiered rate structure and improvements will be added to streamline private meter processing.

Teksouth Corporation

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS MASTER AGREEMENT (Agreement), is made between the Jefferson County Commission ("County"), located at 716 Richard Arrington Jr. Boulevard North, Birmingham, AL 35203 and TekSouth Corporation, ("TekSouth"), located at 1420 Northbrook Drive, Gardendale, AL 35071 effective the ____ day of _____, 2013. "TekSouth" shall include any affiliate of TekSouth with whom an order is placed.

- A. TekSouth is a professional services firm that provides a broad range of business and technology services.
- B. Jefferson County desires to retain TekSouth to provide certain services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both TekSouth and Jefferson County shall be attached hereto and shall become subject to and part of this Agreement.

This Agreement results from Jefferson County's RFP 117-13. The RFP and TekSouth's response constitute essential components of this Agreement and are adopted herein by reference.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

- 1. SERVICES AND SYSTEMS. TekSouth shall perform for Jefferson County the professional services (the "Services") described and mutually agreed upon in an executed SOW. "Systems" shall mean any system and/or system component supplied and/or manufactured by TekSouth under a SOW. In the event of a conflict between the terms of this Agreement and an SOW, this agreement shall control the SOW shall control. As required for TekSouth to perform the Services, Jefferson County shall provide TekSouth access to all relevant Jefferson County information.
- 2. TERMS. The term of the Agreement shall be for two one years beginning as of the date of the Agreement listed above. . The term of the Agreement shall be automatically extended as necessary to include the duration of the terms and the related payments included in all SOWs that are agreed upon and executed by both parties.
- 3. PAYMENT FOR SERVICES.
 - A. Payment. County shall pay TekSouth as set forth in the applicable SOW. The SOW will include, inter alia: (i) a description of the Services and Systems; and/or (ii) schedule for performance milestones ("Milestones"); (iii) corresponding schedule of Prices and payment milestones; and (iv) reference to this Agreement. County shall pay to TekSouth the prices set forth in the applicable SOW, with full payment not to exceed \$85,000 without a fully executed amendment as agreed upon by both parties.
 - B. Terms of Payment. TekSouth shall submit invoices to the County as agreed upon in the applicable SOW, and the County shall pay TekSouth's invoices within thirty (30) calendar days of the date of TekSouth's invoice.

4. CONFIDENTIALITY. In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using at least the same degree of care, but no less than a reasonable degree of care, as they use to protect their own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, the County shall incur no liability and will not breach this Agreement by disclosing any documents, records, or information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Jefferson County 1975, as amended.

5. WARRANTIES.

A. Teksouth Warranty. Teksouth represents that it has the right, power and authority to enter into and to perform its obligations under this Agreement and the ability, technical knowledge and trained personnel to develop, test and perform the Services and supply of Systems and/or components. Teksouth will comply at all times with all state, municipal and local laws, orders, and regulations including, but not limited to, any applicable labor, environmental, health, safety and industrial hygiene laws, orders or regulations. Teksouth shall not have any authority to bind or obligate Client with respect to third parties in any matter whatsoever without the prior written express permission of Client. Teksouth shall report to and follow the instructions of Client or any person appointed on its behalf.

Teksouth further represents and warrants to County that: (i) the execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under or breach of any agreement or other instrument to which it is a party or by which it is bound, including without limitation, any confidentiality or non-competition agreement, nor will it require the consent of any person or entity, (ii) the provision of the Services and supply of Systems does not and shall not infringe any patent, copyright, trade secret or other intellectual property right of any third party and that Client will have sole ownership of the deliverables and be free to use them for any purposes; (iii) it has used and will use all commercially available methods to ensure that all components of the System are and will remain free of any computer "viruses", "worms" or "trojan horses" and other similar extraneous programming, whether or not obviously injurious to the proper functioning of the System or any component thereof; and (iv) it has not and will not insert in any System or component thereof any lock, clock, timer, counter, copy protection feature, CPU serial number reference, "Trojan Horse" or other device which is intended to (a) disable or erase all or any part of the System; (b) prevent Client from fully utilizing all or any part of the System; (c) require action or intervention by Teksouth or any other person to allow Client to utilize all or any part of the System.

TEKSOUTH WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE APPLICABLE STATEMENT OF WORK AND ANY SUPPLIED SYSTEM AND DELIVERABLES WILL CONFORM TO THE REQUIREMENTS SET FORTH IN THE APPLICABLE STATEMENT OF WORK. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, TEKSOUTH MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS, [INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION TEKSOUTH MAY PROVIDE.

Teksouth shall indemnify, defend and hold harmless, at Teksouth's sole expense, County and its officers, employees, affiliates, subcontractors, resellers, agents and customers from and against any and all claims, actions, demands, loss, damage, liability, cost and expense, including without limitation reasonable attorneys' fees and expenses, relating to bodily injury or death of any person or damage to real and/or tangible personal property incurred to the extent caused by the Services or Systems, Teksouth, its employees, subcontractors, or agents in performing their undertakings hereunder and for breach of the warranties and representations set forth by Teksouth under this Agreement.

B. County Warranty. The parties hereto recognize and agree that in providing the Services contemplated hereunder, Teksouth may have access to certain computer data for which Jefferson County had contractual usage allowances by both the Birmingham Water Works Board and Bessemer Utilities. The software licensed to Jefferson County by third party licensors, and the County warrants that, to the best of its ability, and to the extent necessary, the County they shall be responsible for obtaining the written consent of third party water providers any licensors or other third parties necessary in connection with any software licenses or other agreements to which the County is contracted a party. If written consent cannot be obtained from Birmingham Water Works and Bessemer Utilities, TekSouth shall not consider such as a breach of Contract. The County further represents and warrants that as to content generated by the County or County-supplied intellectual property, that (1) the County holds the necessary rights to permit the use of such by the County for the purposes of this Agreement and (2) the use or transmission of such will not violate any civil or criminal laws, rules or regulations or any rights of any third parties including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, trade dress or other

proprietary or property right.

6. INSURANCE. Teksouth hereby confirms that it has adequate insurance for employer's liability, general liability, product liability and professional liability covering all of its activities under this Agreement. Teksouth shall provide it with copies of such insurance policies.

TekSouth will maintain such insurance as will protect him/her and the County from claim 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 and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) day(s) after Purchase Order/contract date. Successful Offeror is also required to include the RFP number on the evidence of insurance.

Contracting party shall file the following insurance coverage and limits of liability with the County's Risk Management Office and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automotive Liability:

\$1,000,000 – Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$1,000,000 – Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

Added Additional Insured by Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

Teksouth hereby confirms that it has adequate insurance for employer's liability, general liability, product liability and professional liability covering all of its activities under this Agreement. Teksouth shall, if requested by Client, provide it with copies of such insurance policies.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH JEFFERSON COUNTY'S OBLIGATION TO PAY TEKSOUTH FOR THE SERVICES AND/OR SYSTEMS PROVIDED, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY JEFFERSON COUNTY FOR TEKSOUTH SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

8. INDEPENDENT CONTRACTOR. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

9. ENTIRE AGREEMENT; SEVERABILITY. This Agreement (with attachments) is the entire agreement between Teksouth and the County with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between Teksouth and County. No amendment to or modification of this Agreement, in whole or part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

10. TERMINATION OF CONTRACT FOR BREACH. Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement. The non-breaching party shall give the breaching party fifteen (15) business days prior written notice with an opportunity to cure the breach within such fifteen (15) business day period. In

the event that the breaching party fails to cure the breach within the fifteen (15) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. TERMINATION OR ABANDONMENT OF CONTRACT. The County has the right to terminate this Agreement at its sole discretion upon ten (10) days written notice to TekSouth. Settlement of the contract will be made upon an equitable basis. No consideration will be given to profit which TekSouth might have made on the uncompleted portion of the work. Final compensation shall be determined by the County confirming all reimbursable costs incurred for satisfactory work performed by TekSouth prior to the termination of the Agreement, less any payments previously made

12. NON-SOLICITATION. Each party agrees that during the term of this Agreement and for a period of twelve (12) months thereafter, neither it nor any person or entity affiliated with it will directly or indirectly employ or otherwise engage in any capacity any person who is or has been an employee of the other party at any time during the term of this Agreement, nor will a party or an affiliate solicit or encourage any such person to leave the employ of the other party for any reason.

13. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9. By signing this contract, the contracting parties affirm, for the durations 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.

14. MISCELLANEOUS.

A. This Agreement and any executed SOW constitutes the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Teksouth and Jefferson County. The parties agree that the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

B. Except for the disclosure of any records, documents, or information by Jefferson County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Jefferson County 1975, as amended, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 or 12 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any state court in the State of Jefferson County or federal district court I Jefferson County, in addition to any other remedy to which they may be entitled, at law or in equity.

C. Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Teksouth Corporation	Jefferson County Commission
1420 Northbrook Drive, Suite 220	716 Richard Arrington Jr. Blvd. N.
Gardendale, AL 35071	Birmingham, AL 35203
Attention: Rick Bowen	Attention: County Commission President
Jefferson County Environmental Services Department	
716 Richard Arrington Jr. Blvd. N.	
Suite A-300	
Birmingham, AL 35203	
Attention: Director	

D. The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

E. The language in all parts of this Agreement shall in all cases be construed as whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

F. In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and

shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays due to a Force Majeure Event shall automatically extend the delivery date(s) and term(s) for the period equal to the duration of such Force Majeure Events; an warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

G. In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

H. This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws. The parties agree that jurisdiction and venue over all disputes arising out of this agreement shall be the Circuit Court of Jefferson County, Birmingham Division.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Jefferson County Commission	Teksouth Corporation
W.D. Carrington	Rick Bowen
President	Vice President of Administration
	Rhodes Davis
	Contract Manager

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

Nov-26-2013-904

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Agreement between Jefferson County, Alabama and Alabama Department of Transportation in the amount of \$2,112,561.00. This agreement allows the County to be reimbursed for costs to relocate sanitary sewers that are in conflict with ALDOT's Vehicular/Pedestrian Bridge construction on F. L. Shuttlesworth Drive from 29th Avenue North to 32nd Avenue North in the City of Birmingham. The actual cost of construction will not be reimbursed to the Utility but will be paid directly to the State's contractor by the State as a part of its contract.

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES

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

<input type="checkbox"/> Private Right-of-Way	PROJECT NUMBER
<input checked="" type="checkbox"/> Public Right-of-Way	Construction STPBH-STPAA-7376(600)

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

WITNESSETH:

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The

estimated cost of the "In-Kind" relocation including engineering is \$ 2,112,561.00.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.

b. In the event a Consultant Engineer acceptable to the STATE is utilized by the UTILITY, the actual cost of the Engineer will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of the design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by UTILITY Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

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

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

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

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$2,112,561.00. The total estimated cost including betterment is \$2,112,561.00.

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

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

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

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

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

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

Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

RECOMMENDED FOR APPROVAL:

Jefferson County Commission, Jefferson Co., AL

Division Engineer

W. D. Carrington, President

Robert G. Lee

Utilities Engineer

APPROVED AS TO FORM:

Jim Ippolito, Jr. Chief Counsel, Alabama Department of Transportation

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

John R. Cooper

Transportation Director

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

Robert Bentley

GOVERNOR STATE OF ALABAMA

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

Nov-26-2013-905

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an agreement between Jefferson County, Alabama and U.S. Department of the Interior in the amount of \$132,700 to continue the operation of ten continuous-record stream flow gaging stations with data-collection platforms in Jefferson County, which includes the water quality monitoring of temperatures, specific conductance, and dissolved oxygen at seven of those stations.

U.S. Department of the Interior	Customer #: 60000001106
U.S. Geological Survey	Agreement #:13ESAL00000034
Joint Funding Agreement	Project #: 0010A/00300
	TIN #: 63-6001579
FOR	Fixed Cost <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Water Resources Investigations	

THIS AGREEMENT is entered into as of the 24th day of June, 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Jefferson County, Alabama, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program for the operation of eleven stream gaging stations with data collection platforms in Jefferson County, which includes the water quality monitoring of temperature, specific conductance and dissolved oxygen at eight of those stations, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

- (a) \$99,955.00 by the party of the first part during the period October 1, 2013 to September 30, 2014
- (b) \$132,700.00 by the party of the second part during the period October 1, 2013 to September 30, 2014
- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

- (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form D1-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

	U.S. Geological Survey		Jefferson County Commission
	United States		
	Department of the Interior		
	USGS Point of Contact		Customer Point of Contract
Name:	Maurice W. Treece, Jr.	Name:	Celeste E. Brown
Address:	75 TechnaCenter Drive	Address:	Jefferson County Environmental Services
	Montgomery, AL 36117		1290 Oak Grove Road
Telephone:	(334) 395-4126		Homewood, AL
Email:	mwtreece@usgs.gov	Telephone:	(205) 942-7404
		Email:	
			W. D. Carrington, President

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

Nov-26-2013-906

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Amendment No. 1 to the agreement for engineering services for Cahaba River Wastewater Treatment Plant Influent Wet Well Upgrades in the amount of Ten Thousand (\$10,000) Dollars for a maximum contract amount of \$99,700.00 between Jefferson County, Alabama and CDM Smith, Inc. (formerly known as Camp Dresser & McKee). This Amendment provides for additional engineering services which extended beyond the original construction contract end date and continued until the construction phase work was completed by Haren Construction Company, Inc. The funds for this Amendment have been withheld from Haren Construction Company, Inc.'s final invoice.

AMENDMENT NO. 1

TO THE AGREEMENT FOR ENGINEERING SERVICES FOR
Cahaba River WASTEWATER TREATMENT PLANT INFLUENT WET WELL UPGRADES

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and CDM Smith, Inc (formerly known as Camp Dresser & McKee, Inc.), hereinafter called "the CONSULTANT" to provide additional engineering services related to the Cahaba River Wastewater Treatment Plant Influent Pump Station Upgrades project.

WITNESSETH:

WHEREAS, Haren Construction Company, Inc. exceed the construction contract end date of December 3, 2012 for the Cahaba River WWTP Influent Pump Station Upgrades, and

WHEREAS, CDM Smith, Inc. continued to provide Engineering Services until the construction phase work was completed on February 9, 2013 and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONSULTANT wishes to amend the contract.

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

The agreement between the parties which was approved by the John S. Young, Jr., LLC, Receiver on December 16, 2010, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I – SCOPE OF WORK

Amend Article I – Scope of Work, Section 1 – Obligation of the CONSULTANT to the OWNER to include the following engineering services:

Additional Engineering Services

CDM Smith reviewed twelve submittals and responded to three requests for information from Haren Construction, Company, Inc. beyond the construction end date of December 3, 2012. They also participated in multiple construction coordination conference calls and responded to correspondence and communication in the form of telephone calls, emails and letters.

II. AMENDMENT TO ARTICLE III – PAYMENT

Amend Article III – Payment, Section 1 as follows:

1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation to the CONSULTANT shall be increased by \$10,000 for a maximum contract amount of \$99,700.00.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, __, on the ____ day of _____, 2013, and the OWNER on the _____ day of _____, 2013.

CDM Smith

Jia-Chyi Lan, PE. Vice President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST:

Minute Clerk

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

Nov-26-2013-907

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Amendment No. 2 between Jefferson County, Alabama and Mission Communication, LLC. in the amount of \$53,834.73 to provide maintenance and support services for Pump Station Remote Monitoring to amend as follows: October 1, 2013 to September, 30, 2014.

CONTRACT NO.: 4640

Contract Amendment 2

The Contract between the Jefferson County Commission, and Mission Communications, LLC. to provide "Maintenance and Support Services for Pump Station Remote Monitoring is amended as follows:

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

3. AMEND TERM: October 1, 2013 to September 30, 2014
4. COMPENSATION: \$53,834.73

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Matt Crousillac, Central Regional Manager

Mission Communications, LLC.

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

Nov-26-2013-908

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Vision Landscapes, Inc. for groundskeeping services for the Leeds, Trussville, Turkey Creek, Warrior, Cahaba River, Five Mile Creek and Valley Creek Wastewater Treatment Plants for the period October 1, 2013 - September 30, 2014 in the amount of \$406,917.24.

Contract ID: CONES- NO. 2665

Bid # 91-11

AMENDMENT TO CONTRACT NO. 2

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the John S. Young, Jr. LLC on July 19, 2011 is hereby amended as follows:

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

SUBLETTING, ASSIGNMENT OF TRANSFER: The Contractor agrees to consent to the assignment of this contract to the Jefferson County Commission, Jefferson County, Alabama. Terms Owner and/or John S. Young Jr., LLC, Receiver, Jefferson County, Alabama shall be replaced with Jefferson County Commission. The agreement is now between Vision Landscapes, Inc. and the Jefferson County Commission.

NON- DISCRIMINATION POLICY:

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

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

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

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, Commission President

CONTRACTOR

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
11/21/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	USB CABLE	CORONER/MEDICAL EXAMINER	36.99	1900073601
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	13.34	1900073590
*DISTRICT 1					50.33	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, POSTAGE, FUEL	FLEET MGMT: ADMINISTRATION	192.95	1900073418
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAINT, PHONE CHARGER & ACCESSORIES - KETONA	R&T: HIGHWAY MAINT-KETONA	163.31	1900073761
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFILL OF PROPANE CYLINDER - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	34.95	1900073699
DISTRICT 2	1000193	JEFFERSON CO TREASURER	EXPANDABLE FOAM, SAND PAPER, LIGHTBULBS	R&T: HIGHWAY MAINT-KETONA	102.52	1900073587
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR GAVEL	ECON DEV WORKFORCE INVEST	38.50	1900073531
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE 828565 ADAPTER FOR ROW - A. DODD	R&T: RIGHT OF WAY	33.99	1900073670
*DISTRICT 2					566.22	
DISTRICT 3	1000301	INTL ASSOC OF ASSESSING	MARDIS/CALLAHAN IAAO INVS 1400014268 & 1400103362	BD OF EQUAL - BHAM STATE	430.00	1900073697
DISTRICT 3	1003510	EDGAR RAY WOODIS JR REVENUE	-RETURN TRAVEL AUDIT-E. WOODIS 8/18/13	REVENUE	112.06	1900073691
DISTRICT 3	1021993	ASSOC OF INFORMATION TECH	MEMBERSHIP DUES TO AAITP FOR MYERS	INFO TECH: SYS DEVELOP & ADMIN	133.00	1900073693
DISTRICT 3	1031417	PAIGE ABBOTT	MILEAGE REIMBURSEMENT	SHERIFF ENFORCE-BHAM	454.27	1900073424
DISTRICT 3	1031658	SUPREME COURT CLERK OF AL	REVENUE- COURT FEES-CASE#110028T \$150	REVENUE	150.00	1900073688
DISTRICT 3	1031663	GREGORY R. GRAHAM APPRAIS	BOE REQUESTED APPRAISAL FOR COURT CASE	BD OF EQUAL - BHAM STATE	500.00	1900073700
*DISTRICT 3					1,779.33	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	148.05	1900073597
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD, LOCKS & PROPANE	EMA	509.46	1900073730
DISTRICT 4	1002077	INTNL ASSOC OF EMERGENCY	IAEM MEMBERSHIP DUES - ALLEN KNIPHFER	EM	185.00	1900073835
DISTRICT 4	1030095	JIMMY E DIXON	SR REIMBURSEMENT - JIMMY DIXON	EMA	2,693.66	1900073851
DISTRICT 4	1030704	PHYLLIS M BERTELLA	SR REIMBURSEMENT - PHYLLIS BERTELLA	EMA	3,971.02	1900073860
DISTRICT 4	1030716	JAMES OR BETTY ROGERS	SR REIMBURSEMENT - JAMES ROGERS	EMA	4,000.00	1900073862
*DISTRICT 4					11,507.19	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING SUPPLIES FOR ALUM LINE	ES: LEEDS WWTP	31.37	1900073420
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BULBS;BALLASS;HEAT SHRINK;TAPE;FILTERS;CALIBR	ES: VILLAGE ELECTRICAL SHOP	353.56	1900073415
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY BACKUPS FOR LAB AND MAIN SERVER	ES: LEEDS WWTP	119.98	1900073416
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BINDERS FOR OFFICE, AND TAPE	ES: TURKEY CREEK WWTP	44.33	1900073273
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELTS FOR EXHAUST FAN AT AL SEIER	ES: CAHABA RIVER WWTP	26.10	1900073595
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BAR;BULBS;GAS BLOWER;	ES: FIVE MILE CREEK WWTP	477.84	1900073698
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENT	PER BD: TESTING	121.39	1900073690
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTERS FOR AL SEIER PUMPS + FREIGHT	ES: CAHABA RIVER WWTP	123.56	1900073594
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GAS CAN RAKE HOSE GLASSES HAMMER SHIPNG PAINT	ES: VALLEY CREEK WWTP	1,035.09	1900073765
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;CORDS;BULBS;BRUSHES;WATER;RELAY;	ES: FIVE MILE CREEK WWTP	306.33	1900073593
DISTRICT 5	1000193	JEFFERSON CO TREASURER	US AIRWAYS RESERVATION CHANGE	COUNTY ATTORNEY	62.00	1900073596
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	8.10	1900073502
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAMPLE BOTTLES FOR LAB	ES: CAHABA RIVER WWTP	120.00	1900073708
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUEL TANK	ES: VILLAGE MAINTENANCE SHOP	459.00	1900073570
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COIL CLNR;CEC COURSE;CHARGER;PIN;LAMP;	ES: VILLAGE ELECTRICAL SHOP	311.56	1900073665
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1/2" COPPER FIT,PLYWOOD,SPRAY PAINT,HYD HOSE,	ES: PACKAGE WWTP & PUMP STATIO	261.03	1900073603
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT_EMPLOYEE MILEAGE	PER BD: TESTING	61.16	1900073671
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE, WIPES, FIRST AID SUPPLIES,	ES: VILLAGE CREEK WWTP	500.37	1900073729
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UPS FOR MUDWELL RTU	ES: CAHABA RIVER WWTP	84.99	1900073672
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLEAR LAMP,MULTI VAPOR E28;	ES: VILLAGE ELECTRICAL SHOP	298.80	1900073664
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EXHAUST DEFLECTOR,COUPLINGS,FIRE HOSE,COUPLER	ES: SHADES LINE MAINT	821.21	1900073778
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BEARINGS, SEALS	ES: VILLAGE MAINTENANCE SHOP	273.92	1900073666
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRESHMNT/MTNG;WIRE;VALVES;FLUOR LAMP;BOILER	CERT ES: INSTRUMENT SHOP	354.68	1900073780
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, KEYS	ES: SHADES LINE MAINTENANCE	35.75	1900073781
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	ES: SANITATION ADMINISTRATION	32.76	1900073669
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BITS, YOKE, U-JOINT, SHIPPING, BEARINGS	ES: VILLAGE MAINT SHOP	797.52	1900073535
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WALL PLATE;CONTACT BLOCKS;CLUTCH DR;FRT HUB;	ES: FIVE MILE CREEK WWTP	443.77	1900073842
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CORD;CLAMP;FILTERS;BULB;SLEEVE;	ES: FIVE MILE MAINTENANCE SHOP	378.55	1900073591
DISTRICT 5	1019443	WAN CARLOS THORPE	ASSESSOR-THORPE-2013POLICESERGEANTASSMNT	PER BD: TESTING	493.55	1900073678
DISTRICT 5	1019445	SHAWNE WADDY	ASSESSOR-EWADDY-2013POLICESERGEANTASSMNT	PER BD: TESTING	125.00	1900073687
DISTRICT 5	1019876	ROBERT MCCULLAGH	ASSESSOR-MCCULLAGH-2013POLICESERGEANTASSMNT	PER BD: TESTING	177.00	1900073685
DISTRICT 5	1027451	KENNETH MILLER	ASSESSOR-MILLER-2013POLICESERGEANTASSMNT	PER BD: TESTING	192.82	1900073681
DISTRICT 5	1029247	RONALD GREEN	ASSESSOR-GREEN-2013POLICESERGEANTASSMNT	PER BD: TESTING	328.31	1900073683
DISTRICT 5	1029259	DELORIS PATTERSON	ASSESSOR-PATTERSON-2013POLICESERGEANTASSMNT	PER BD: TESTING	125.00	1900073684
DISTRICT 5	1029266	DARLENE SMITH	ASSESSOR-SMITH-2013POLICESERGEANTASSMNT	PER BD: TESTING	317.78	1900073686
DISTRICT 5	1030878	CHRISTOPHER BORN	ASSESSOR-BORN-2013POLICESERGEANTASSMNT	PER BD: TESTING	551.87	1900073674
DISTRICT 5	1030879	PATRICIA CANTU	ASSESSOR-CANTU-2013POLICESERGEANTASSMNT	PER BD: TESTING	175.00	1900073675
DISTRICT 5	1030881	NATHANIEL TARVER	ASSESSOR-TARVER-2013POLICESERGEANTASSMNT	PER BD: TESTING	184.82	1900073677
DISTRICT 5	1030882	JOCELYN WELLS	ASSESSOR-WELLS-2013POLICESERGEANTASSMNT	PER BD: TESTING	125.00	1900073680
DISTRICT 5	1030883	MIKE WELSH	ASSESSOR-WELSH-2013POLICESERGEANTASSMNT	PER BD: TESTING	232.51	1900073679
DISTRICT 5	1031381	JOHN REGAL	FOOD REIMBURSEMENT DUE TO SEWAGE BACKUP	ES: SANITATION ADMIN	2,339.72	1900073960
DISTRICT 5	1031382	CLYDE BUSH, SR.	FOOD COST REIMBURSE DUE TO SEWAGE OVERFLOW	ES: SANITATION ADMIN	312.72	1900073496
DISTRICT 5	1031386	CAROLYN FINDLEY	FOOD COST REIMBURSE DUE TO SEWAGE OVERFLOW	ES: SANITATION ADMINI	1,153.21	1900073592
DISTRICT 5	1031569	RANDALL K WILLIAMSON	REFUND FOR PM ADJ & FINAL BILL W 0-62660(D)	FINANCE SEWER SERVICES	18.65	1900073767
DISTRICT 5	1031576	WILLIAM & ZEE HILDREATH	REFUND FOR PM ADJ & FINAL BILL W 0-12247(D)	FINANCE SEWER SERVICES	155.29	1900073768
DISTRICT 5	1031666	HOME TEAM REALTY LLC	REFUND FOR OVERPAYMENT & FB N 4800-4075 (L3)	FINANCE SEWER SERVICES	73.84	1900073771
DISTRICT 5	1031667	KEN CRANFORD	REFUND FOR PM ADJ & FINAL BILL W 0-79801 (D)	FINANCE SEWER SERVICES	90.69	1900073770
DISTRICT 5	1031668	HEATHER MCELLIGOTT GRADY	REFUND FOR OVERPAYMENT & FB N 6735-3937 (D)	FINANCE SEWER SERVICES	377.30	1900073769
DISTRICT 5	1031669	BETH HOWARD	REFUND FOR PM ADJ & FINAL BILL W 0-109467(D)	FINANCE SEWER SERVICES	80.59	1900073766
DISTRICT 5	1031670	PAMELA WHITTEN	REFUND FOR OVERPAYMENT & FB W0-11805 (D)	FINANCE SEWER SERVICES	13.48	1900073773
DISTRICT 5	1031671	BILL EARLY	REFUND FOR OVERPAYMENT & FB W0-63634 (D)	FINANCE SEWER SERVICES	225.85	1900073772
DISTRICT 5	1031673	ENERGY SMART NEW HOMES	REFUND OF SEWER IMPACT	ES: SANITATION ADMIN	1,105.00	1900073888
*DISTRICT 5					16,919.72	
**					30,822.79	

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

Nov-26-2013-909

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department to remove the following equipment from fixed assets, be and hereby is approved.

Roads and Transportation

140000001109

Printer

Landfill

14000001122	Printer	Landfill
14000001052	Notebook Computer	Landfill
Family Court		
14000001700	Copier	Salvage

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

Nov-26-2013-910

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 10/29/13 -11/04/13

1. SHERIFF'S DEPARTMENT: BIRMINGHAM JAIL CORRECTIONS FROM BOB BARKER COMPANY INCORPORATED, FUQUAY-VARINA, NC, TO AWARD CONTRACT FOR MATTRESS COVERS ON "AS NEEDED" BASIS FOR THE PERIOD OF 11/22/13 - 11/21/14. REFERENCE BID # 165-13
2. COOPER GREEN MERCY HEALTH SERVICES: ADMINISTRATION FROM SOUTHERN SWEEPERS & SCRUBBERS INCORPORATED, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICE FOR PARKING DECK RENTAL OF DECK SWEEPER. SAP PURCHASE ORDER # 2000075720 \$6,000.00 TOTAL
3. COOPER GREEN MERCY HEALTH SERVICES: STORES FROM CINTAS, CINCINNATI, OH, FOR OPEN PURCHASE ORDER FOR MICRO FIBER MOPS. SAP PURCHASE ORDER # 2000075722 \$6,508.00 TOTAL
4. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM ALLIED UNIVERSAL CORPORATION, MIAMI, FL, OPEN PURCHASE ORDER FOR LIQUID CHLORINE TO BE DELIVERED AS NEEDED FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY16. SAP PURCHASE ORDER # 2000075731 \$40,000.00 TOTAL
REFERENCE BID # 27-13
5. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM ALLIED UNIVERSAL CORPORATION, MIAMI, FL, OPEN PURCHASE ORDER SULFUR DIOXIDE TO BE DELIVERED AS NEEDED FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FYI 5. SAP PURCHASE ORDER # 2000075733 \$40,000.00 TOTAL
REFERENCE BID # 16-12
6. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, OPEN PURCHASE FOR PARTS - TROJAN SYSTEM (TROJAN 4000 LAMPS, UV CAPTIVE SCREWS, BALLAST, HYDRAULIC ARMS, BLEED VALVE, BULB TESTER AND SPECIAL TOOL). SAP PURCHASE ORDER # 2000075745 \$187,741.00 TOTAL CLARITY CONTRACT # CON-00004430
7. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM LHOIST NORTH AMERICA, CALERA, AL, OPEN PURCHASE ORDER FOR FOUNDRY LIME TO BE DELIVERED AS NEEDED FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID FY16. SAP PURCHASE ORDER # 2000075749 \$78,650.00 TOTAL
REFERENCE BID # 21-13
8. ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM GEO SPECIALTY CHEMICALS INCORPORATED, OPEN PURCHASE ORDER FOR LIQUID ALUM TO BE DELIVERED AS NEEDED FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY15. SAP PURCHASE ORDER # 2000075761 \$40,000.00 TOTAL
9. COOPER GREEN MERCY HEALTH SERVICES FORM CINTAS-DOCUMENT MANAGEMENT, CINCINNATI, OH, OPEN PURCHASE ORDER FOR SHREDDING SERVICE FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY16. SAP PURCHASE ORDER # 2000075832 \$7,020.00 TOTAL
REFERENCE BID # 158-13
10. PERSONNEL BOARD OF JEFFERSON COUNTY FROM CAPTIV8 INCORPORATED, NEW YORK, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR FREIGHT ON PROMOTIONAL ITEMS. SAP PURCHASE ORDER # 2000073835 FREIGHT \$18.93
PURCHASE ORDER \$9,911.45 TOTAL

For Week of 11/05/13 -11/11/13

1. ROADS AND TRANSPORTATION: ADMINISTRATION FROM VULCAN ASPHALT REFINING, COLUMBUS, GA, OPEN

PURCHASE ORDER FOR THE PURCHASE OR ASPHALT (EMULSIFIED) TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000076056

\$200,000.00 TOTAL REFERENCE BID # 66-13

- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THOMPSON TRACTOR, ATLANTA, GA, OPEN PURCHASE ORDER FOR THE PURCHASE OF VEHICLE PARTS & REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000076078

\$18,000.00 TOTAL

- ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM TRANE COMPANY, BIRMINGHAM, AL, TO PURCHASE TWENTY (20) TON SPLIT SYSTEM AIR CONDITIONING SYSTEM. SAP PURCHASE ORDER # 2000075619

\$8,919.00 TOTAL

- ENVIRONMENTAL SERVICES FROM VERIZON WIRELESS, CAROL STREAM, IL, FOR CELLULAR PHONE SERVICE FOR THE PERIOD OF 10/01/13 - 9/30/14. SHOPPING CART # 1000204354 \$10,800.00 TOTAL

GSA CONTRACT # GS-35F-0119P

- ACKNOWLEDGMENT FOR PERSONNEL BOARD OF JEFFERSON COUNTY FROM AT&T, CAROL STREAM, IL, FOR CELLULAR PHONE SERVICE FOR THE PERIOD OF 10/01/13 - 9/30/14. SHOPPING CART # 1000205392

\$7,200.00 TOTAL ALABAMA STATE CONTRACT # T301

- ACKNOWLEDGMENT FOR THE SHERIFF'S DEPARTMENT FROM THE ALABAMA CRIMINAL JUSTICE INFORMATION CENTER, MONTGOMERY, AL, FOR DATA ACCESS SERVICE. SHOPPING CART # 1000206259

\$19,500.00 TOTAL

For Week of 11/12/13 - 11/18/13

- YOUTH DETENTION: SUPPORT SERVICES FROM WOOD FRUITTICHER GROCERY COMPANY TO PAY INVOICE #3515970 DATED 11/6/13 FOR GROCERY. SAP PURCHASE ORDER # 20000076117 \$5,090.87 TOTAL

- ACKNOWLEDGMENT FOR SHERIFF'S OFFICE FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL FOR PURCHASE OF TASERS. VENDOR IS SOLE SOURCE DISTRIBUTOR FOR ALABAMA.

SAP PURCHASE ORDER # 20000076264 \$6,846.50 TOTAL

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

Nov-26-2013-911

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Exceptions Report for the week of 10/29/13 - 11/4/13, 11/5/13 - 11/11/13 and 11/12/13 - 11/18/13, be and hereby is approved.

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

Nov-26-2013-912

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 10/29/13 - 11/4/13, 11/5/13 - 11/11/13 and 11/12/13 - 11/18/13, be and hereby is approved.

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

Nov-26-2013-913

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

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

STAFF DEVELOPMENT

Multiple Staff Development

Sheriff's Office	
Kerry Morgan	\$52.50
Russell Starnes	\$148.78
Modern Warrior Demo Bomb Squad Training	
Cussetta, GA – November 19-20, 2013	
Sheriff's Office	
Lloyd Watkins	\$713.00
Angela Frazier	\$973.32
Caye Alexander	\$973.32
Homicide: The Investigative Challenge	
Marietta, GA – November 12-15, 2013	
Sheriff's Office	
Jeff Mulkin	\$1,230.66
Michael Jackson	\$1,230.66
Interview and Interrogation Technique	
Memphis, TN – November 18-22, 2013	
Sheriff's Office	
Wanda Mitchell	\$973.32
Gwendolyn Bryant	\$973.32
Small Jail Big Problems	
Charleston, SC – December 8-11, 2013	
Storm Water Management Agency	
Garry Miller	\$125.00
Zhaleh McCullers	\$125.00
Evolution of Municipal Separate Storm Sewer System	
Pelham, AL – November 14, 2013	

Individual Staff Development

Community & Economic Development	
Cynthia Daniels	\$285.00
26 th Annual Governmental Accounting Forum	
Birmingham, AL – December 11-12, 2013	
Community & Economic Development	
Yolanda Caver	\$602.79
Community Development Block Grant Disaster Recovery Training	
Atlanta, GA – December 4-6, 2013	
County Attorney	
Theo Lawson	\$542.18
CLE Seminar	
Orange Beach, AL – October 24-26, 2013	
Emergency Management Agency	
Annette Davis	\$295.00
Public Safety Media Training	
Birmingham, AL – November 12-13, 2013	
Environmental Services	
David Denard	\$1,542.27
Meeting with rating agencies	
New York, NY – November 4-5, 2013	
Office of Senior Citizen Services	
Derry Johnson	\$1,041.98
Alabama Assn. of Regional Councils	
Orange Beach, AL – October 20-23, 2013	
Office of Senior Citizen Services	
Derry Johnson	\$278.70
Best Practice Review at South AL Regional Council of Governments	
Dothan, AL – October 13-15, 2013	

Revenue	
Bruce Thompson	\$2,287.50
Tax Audit	
Newark, NJ – January 4-12, 2014	
Revenue	
Wesley Moore	\$1,137.50
Tax Audit	
Nashville, TN – January 12-17, 2014	
Revenue	
Charles Bell	\$3,116.10
Tax Audit	
Palm Beach, Miami, Tampa & Stuart, FL – January 11-25, 2014	
Personnel Board	
Cynthia Holiness	\$99.99
GASB Financial Reporting Requirements for State & Local Governments	
Birmingham, AL – November 13, 2013	
Sheriff's Office	
Larry Williams	\$495.00
Basic NASRO	
Hoover, AL – December 2-6, 2013	

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Emergency Management Agency \$3,379.40

Increase revenue and expenditures to record a payment from Explorer Post 209 for state surplus property equipment picked up September 18, 2013.

Other Budget Transactions

2. General Services \$13,604.40

Add purchasing memorandum to purchase a steamer, convection, gas, floor model Cleveland range - model number 24CGA10.

3. General Services \$16,120.50

Add purchasing memorandum to purchase a gas convection oven.

4. General Services \$276,263

Add purchasing memorandum to purchase an upgrade to the security system at the Bessemer Jail

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

Nov-26-2013-914

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the annual salary for the position of Confidential Secretary County Manager (Classification #094604) be increased from \$59,159.98 to \$69,000 effective November 30, 2013.

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

Nov-26-2013-915

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Dell Marketing, LP to provide VMWare vSphere upgrade and maintenance support in the amount of \$31,954.60

VMWare vSphere Upgrade and Maintenance Support

CONTRACT NO. 00005557

THIS AGREEMENT entered into this 1st day of September 2013, by and between Jefferson County Alabama hereinafter called "the County", and Dell Marketing LP, called "the Contractor", located at One Dell Way, Road Rock, TX 78682. The effective date of this agreement shall be September 1, 2013.

WHEREAS, the County desires to contract for VMWare vSphere Upgrade and Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said maintenance 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.

SCOPE OF SERVICES: This contract results from Jefferson County's ITB 128-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Dell Marketing, LP constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render software support services at any time after the effective date of this Contract. The 34 Enterprise licenses expire on 4/13/14 and the 8 Enterprise Plus licenses expire on 2/20/16.

4. COMPENSATION: The Contractor shall be compensated in the sum of \$31,954.60.

5. PAYMENT TERMS: NET 30

6. ASSIGNMENT: Contractor has the right to assign, subcontract or delegate in whole or in part this Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, provided that Contractor shall remain responsible for the performance of Services under this Agreement. Otherwise, neither party may assign this Agreement without the permission of the other. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

8. STATEMENT OF CONFIDENTIALITY: In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as software, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (1) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (2) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient shall provide advance notice to other party before making such a disclosure. The obligations with respect to Confidential Information shall continue for two years from the date of disclosure.

9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

10. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed,

and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

16. 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.

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

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

19. LIMITATION OF LIABILITY: TO THE EXTENT ALLOWED BY APPLICABLE STATE LAW,

I. CONTRACTING PARTY WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR COUNTY'S BREACH OF CONFIDENTIALITY, PAYMENT OR SOFTWARE LICENSE OBLIGATIONS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

II. DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) IN ANY 12-MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT, SOFTWARE OR SERVICE GIVING RISE TO SUCH CLAIM(S).

III. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

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

Jefferson County Commission

Dell Marketing, LP

W. D. Carrington

Lauren D. Newberry, Contract Consultant

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

Nov-26-2013-916

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Network America, Inc. to provide LANDesk Enterprise Suite maintenance beginning November 1, 2013 and ending October 31, 2014 in the amount of \$19,872.

CON00005711

SUPPORT MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 1st day of November 2013, by and between Jefferson County Alabama hereinafter called "the County", and Network America, Inc., hereinafter called the contractor", located at 118 107th Avenue, Treasure Island, FL 33706. The effective date of this agreement shall be November 1, 2013.

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

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: Contractor shall provide LANDesk Enterprise Suite Maintenance. ITB 171-13 describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Network America, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on October 31, 2014, with the option to renew for two (2) additional one (1) year terms.
4. PAYMENT TERMS: Net 30
5. COMPENSATION: \$19,872.00
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the

sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

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

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

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

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

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

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

16. **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.

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 anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

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

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

Jefferson County Commission

Network America, Inc.

W. D. Carrington

Authorized Signature

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

Nov-26-2013-917

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and B & L Associates, Inc. to provide annual software and maintenance and support for VTS Hardware & Software, Time Accounting and Tape Library for FY2013-2014 in the amount of \$28,245.

CONTRACT NO: CON-00005690

Software and Maintenance Support Agreement

THIS AGREEMENT entered into this 1st day Of October 2013, by and between Jefferson County Alabama, hereinafter called "the County", and B & L Associates, Inc. called "the Contractor", located at 13 Tech Circle, Natick, MA 01760. The effective date of this agreement shall be October 1, 2013.

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

WHEREAS, the Contractor desires to furnish said software and maintenance support to the Jefferson County Commission Information Technology Department.

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: Annual Software and Maintenance and Support for VTS Hardware & Software, Time Accounting and Tape Library. This contract and B & L Associates Quote dated September 23, 2013, describes the scope of services called for and is adopted herein by reference and is attached hereto as Exhibit A. Those two components constitute the entire agreement between the parties.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on October 31, 2014, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the

subcontractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

7. COMPENSATION: The contractor shall be compensated a sum of \$28,245.00.

8. PAYMENT TERMS: Net 30

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

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

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

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

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

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

member or employee or official as inducement or consideration for this Agreement. ,

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

B & L Associates

Authorized Representative

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

Nov-26-2013-918

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute and agreement between Jefferson County, Alabama and Official Payment Holdings, Inc. to provide IVR WebEncore maintenance/support for FY2013-2014 in the amount of \$3,570.

CONTRACT NO: CON-00005685

Software Maintenance Agreement

THIS AGREEMENT entered into this 1st ay of October 2013, by and between Jefferson County Alabama, hereinafter called "the County", and Official Payment Holdings, Inc. called "the Contractor", located at 177 Technology Parkway, Auburn, AL 36830. The effective date of this agreement shall be October 1, 2013.

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

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

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

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

2. **SCOPE OF SERVICES:** Contractor shall provide IVR WebEncore annual maintenance. This contract and Official Payment Holdings, Inc., Extended Warranty Plan Supplement Standard Depot Option, describes the scope of services called for and is adopted herein by reference and is attached hereto as Schedule A. Those two components constitute the entire agreement between the parties.

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

The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on September 30, 2014.

4. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign)

any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

7. COMPENSATION: The contractor shall be compensated for annual software maintenance and support a sum of \$3,570.00

8. PAYMENT TERMS: Net 30

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

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

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

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

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

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

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

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

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

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

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

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

Jefferson County, Alabama

Official Payment Holdings, Inc.

W. D. Carrington

Authorized Representative

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

Nov-26-2013-919

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Federalgraphics, LLC to provide all-in-one computers as needed for FY2013-2014.

CON00005628

THIS AGREEMENT entered into this 1st day of October 2013, by and between Jefferson County Alabama hereinafter called "the County", and Federalgraphics, LLC, hereinafter called the contractor", located at 135 West Oxmoor Road, Suite 319, Birmingham, AL 35209. The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for Printers (All-In-One) for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

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

2. SCOPE OF SERVICES: This contract results from Jefferson County Commission ITB 148-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response form Federalgraphics, LLC, constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on September 30, 2014, with the option to renew for two (2) additional one (1) year terms.,

4. COMPENSATION: The contractor shall be compensated for services rendered at cost (Exhibit A).

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 the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in. termination of the contract and/or legal ramifications, due to nonperformance.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
9. 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.
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. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
13. 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.
14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence.
15. 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.
16. FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or

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

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

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

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

Jefferson County Commission
W. D. Carrington

Federalgraphics, LLC
Authorized Signature

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

Nov-26-2013-920

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Dell Marketing, LP to provide Laser and Dot Matrix printers as needed for FY2013-2014.
CON00005625

THIS AGREEMENT entered into this 1st day of October 2013, by and between Jefferson County Alabama hereinafter called "the County", and Dell Marketing, LP, hereinafter called the "contractor", located at One Dell Way, Round Rock, TX 78682. The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for Printers (Laser and Dot Matrix) for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Commission ITB 148-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Dell Marketing, LP constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on September 30, 2014, with the option to renew for two (2) additional one (1) year terms.
4. COMPENSATION: The contractor shall be compensated for services rendered at the prices shown in Exhibit A.
5. PAYMENT TERMS: NET 30
6. ASSIGNMENT: Contractor has the right to assign, subcontract or delegate in whole or in part this Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, provided that Contractor shall remain responsible for the performance of Services under this Agreement. Otherwise, neither party may assign this Agreement without the permission of the other. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

8. **STATEMENT OF CONFIDENTIALITY:**

In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as software, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (1) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (2) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient shall provide advance notice to other party before making such a disclosure. The obligations with respect to Confidential Information shall continue for two years from the date of disclosure.

9. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

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

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

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

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

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

16. **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.

17. **FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever

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

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

19. LIMITATION OF LIABILITY: TO THE EXTENT ALLOWED BY APPLICABLE STATE LAW,

I. CONTRACTING PARTY WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR COUNTY'S BREACH OF CONFIDENTIALITY, PAYMENT OR SOFTWARE LICENSE OBLIGATIONS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

II. DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) IN ANY 12-MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT, SOFTWARE OR SERVICE GIVING RISE TO SUCH CLAIM(S).

III. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

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

Jefferson County Commission

Dell Marketing, LP

W. D. Carrington

Lauren D. Newberry, Contract Consultant

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

Nov-26-2013-921

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Strategic Allied Technologies - Contract #5437, approved August 29, 2013 at MB: 165; PG(s) 276- 278, to provide Cisco equipment and software be increased from \$500,000 to an amount not to exceed \$1,000,000 for the period August 15, 2013 - August 14, 2014.

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

Nov-26-2013-922

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the City of Birmingham is authorized to install bollards in the north east corner of the 2121 Building along Reverend Abraham Woods Jr. Blvd. on Jefferson County property.

Architect Jamie Aycock has reviewed the plans and identified (2) 4" conduits running between the transformer vault located in front of the building along Reverend Abraham Woods Jr. Blvd. and the Alabama Power vault located in the cover of Reverend Abraham Woods Jr. Blvd. and 22nd Street. It appears the conduit is approximately 30" below the finished surface of the sidewalk. These may not be all inclusive, please field verify.

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

Nov-26-2013-923

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling place name change of Wrights Chapel United Methodist Church - Precinct 1300 to New Beginnings United Methodist Church - Precinct 1300, be and hereby is approved.

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

Nov-26-2013-924

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.

Cooperative Agreements - 2013 State Homeland Security Grant Program with Alabama Law Enforcement Agency to provide grant funding as follows:

- | | |
|--|---|
| a. Vestavia Hills Medium Rescue Team – \$9,793 | e. Mountain Brook Medium Rescue Team – \$15,286 |
| b. Bessemer Heavy Rescue Team – \$11,590 | f. Birmingham Heavy Rescue Team – \$26,790 |
| c. Homewood Medium Rescue Team – \$12,560 | g. Birmingham Hazmat Team – \$27,235 |
| d. Trussville Swift Water Rescue Team – \$12,961 | |

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

Nov-26-2013-925

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham to provide management and staffing of Family Court's Adolescent Mentoring Program through September 30, 2013 in the amount of \$120,131.

Contract ID: CON-00005638

Reference: CON-00004189

AMENDMENT TO THE CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 11, 2012, at M.B. 163, Pg. 524-526, is hereby amended as follows:

- Item 3. The completion date of all services under this Contract is September 30, 2014 or until \$120,131.00 is billed and paid, whichever comes first.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham

Lynn W. Stedman, MBA - Director Office of Sponsored Programs

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

Nov-26-2013-926

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham to provide adolescent substance abuse services to Family Court clients through September 30, 2014 in the amount of \$255,946.

Contract ID: CON-00005637

Reference: CON-00004190

AMENDMENT TO THE CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 11, 2012, at M.B. 163, Pg. 526-529, is hereby amended as follows:

- Item 3. The completion date of all services under this Contract is September 30, 2014 or until \$255,946.00 is billed and paid, whichever comes first.

- Item 4. The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$255,946.00 as specified in the Attachment A which is made a part of this agreement by reference. - All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham

Lynn W. Stedman, MBA - Director Office of Sponsored Programs

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

Nov-26-2013-927

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham to provide management and staffing of Family Court's Electronic Monitoring Program through September 30, 2014 in the amount of \$331,140.

Contract ID: CON-00005636

Reference: CON-00004186

AMENDMENT TO THE CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and the Board

of Trustees of the University of Alabama, for the University of Alabama at Birmingham (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 11, 2012, at M.B. 163, Pg. 529-532, is hereby amended as follows:

- Item 3. The completion date of all services under this Contract is September 30, 2014 or until \$331,140.00 is billed and paid, whichever comes first.
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham

Lynn W. Stedman, MBA - Director Office of Sponsored Programs

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

Nov-26-2013-928

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

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

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

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

Nov-26-2013-929

WHEREAS, in 2008 the United States Congress authorized Qualified Energy Conversation Bonds (QECCBs) to finance a wide range of energy conversation facilities; and

WHEREAS, the State of Alabama received \$48,364,000 in QECCBs to be used to finance certain specified "qualified conservation purposes" as defined in 26 USC 54D(f), IRS Notice 2009-29 and 26 U.S.C. 54D(f); governments can finance such purposes through QECCBs only if permitted under Alabama law; and

WHEREAS, based on population estimates of July 1, 2007 Jefferson County was allocated \$4,484,959 in QECCBs; and

WHEREAS, the County may use the allocated QECCBs in any reasonable manner under "qualified conservation purposes," and the County Commission shall determine in good faith at its discretion to waive/reallocate funds; and

WHEREAS, the County has elected not to use the QECCBs and desires to reallocate to local government(s) who qualify; and

WHEREAS, the City of Trussville has requested that the County Commission reallocate QECCBs to the City of Trussville in the amount of \$2,485,000 for lighting of seven athletic fields for the youth.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the QECCBs in the amount of \$2,485,000 is reallocated to the City of Trussville.

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

Nov-26-2013-930

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Cooperative Extension System to approve appropriation for regular salaries for FY13-14 funding in the amount of \$98,948.92

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into the 1st day of October, by and between Jefferson County, Alabama, hereinafter called "the County", and, Alabama Cooperative Extension System, hereinafter call "the Contractor". The effective date of this agreement shall be October 1, 2013.

WHEREAS, the county desires to contract for services for the Jefferson County Extension Office, hereinafter called "County Extension Office", and;

WHEREAS, the Contractor desires to furnish professional 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: The contractor shall perform all necessary professional services provided under this contract as required. The Contractor shall provide the following programs in a satisfactory and proper professional manner:
 - a. Agricultural Programs
 - b. Forestry and Natural Resource Programs
 - c. Urban and Nontraditional Programs
 - d. Family and Individual Well-being Programs
 - e. Community and Economic Development Programs
 - f. 4-H Youth Development Programs
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render the professional services listed above to the County at any time after the effective date of this Contract.
4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:
 - a. The County shall pay the contractor a total of \$98,948.92 to be paid with twelve monthly payments of one (1) \$8,245.78 and eleven (11) \$8,245.74 upon execution of this Contract.
 - b. The Contractor shall use said funds above to help defray the cost of regular salaries for Jefferson County Extension Office.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for 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.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County or damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. INSURANCE: Contract 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 tinder this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.
12. 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 tile contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing

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

13. 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 die County pursuant to this Agreement.

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

CONTRACTOR:

W. D. Carrington, President

Stacey M. Walker for: Dr. Gary Lemme, Director

Alabama Cooperative Extension System

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

Nov-26-2013-931

WHEREAS, Environmental Engineering Services are required in support of Jefferson County's Community & Economic Development Programs; and

WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for an Environmental Professional to perform environmental engineering services; and

WHEREAS, Goodwyn, Mills and Cawood, Inc. was selected through the Request for Proposals process;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and Goodwyn, Mills and Cawood, Inc. to perform said Environmental Engineering Services in an amount not to exceed \$15,000.00 in support of Jefferson County's Community & Economic Development Programs.

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

Nov-26-2013-932

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 Formworks Architects Inc., for the Trussville Senior Center Project (CD11-03A-M4-TSC). The new completion dates shall be March 14, 2014. There are no additional expenses associated with this modification. All other terms of the contract shall remain the same. This project is from the 2011 program year.

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

Nov-26-2013-933

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 Southeastern Sealcoating Inc., for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI) The purpose of this Amendment #4 is to make the following adjustments to line items listed in Change Order #2: 1) reduce the quantity of line item #2 from 1167 to 1120; 2) to delete the "Required Unclassified Excavation" of 50 CY at a unit price of \$20.00 and Additions of \$1,000.00 from line item #3; and 3) to reduce the total amount shown from \$13,474.70 to \$13,253.80. This modification shall result in a (0.00) dollar change to the contract. All other conditions and terms shall remain the same.

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

Nov-26-2013-934

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Interdepartmental Agreement between Jefferson County Inspection Services Department and Community and Economic Development Department is authorized. The purpose of the agreement is for Inspection Services Department to provide inspection services for the CDBG-Disaster Recovery Demolition and Debris Removal project.

Interdepartmental Agreement

Between

Jefferson County Department of Community and Economic Development

Jefferson County Department of Inspection Services

This Interdepartmental agreement is between the Jefferson County Department of Community and Economic Development and the Jefferson County Department of Inspection Services and is designed to implement demolition and debris removal projects in the unincorporated areas of Jefferson County impacted by the April 27, 2011 tornado. All of the projects will be funded with Community Development Block Grant Disaster Recovery (CDBG- DR) funds the Department of Community and Economic Development received from the Department of Housing and Urban Development (HUD).

The responsibilities of the parties mentioned above are presented below:

1. The Department of Community and Economic Development staff will receive applications for all Demolition and Debris Removal projects and determine the eligibility requirements as set forth by HUD.
2. Prospective Demolition and Debris Removal projects must meet the eligibility requirements of the state of Alabama in order to receive CDBG-DR assistance. The Department of Inspection Services will assure compliance with applicable state and local laws.
3. Community and Economic Development staff will conduct the required environmental assessment. Upon completion of the environmental assessment requirements, the staff will transfer a copy of the file to the Department of Inspection Services.
4. The Department of Inspection Services will conduct an inspection of the site(s) submitted by the Community and Economic Development Department and issue a unique Community and Economic Development case number for tracking.
5. Upon approval of eligible site(s), the Department of Inspection Services will prepare the "Notice Letters" to be transmitted to owners of abandoned property. The letters will be sent to the Department of Community and Economic Development for mailing. The Department of Community and Economic Development will cover the cost of mailing the certified letters.
6. If 60 days expire after the mailing of the "Notice Letter" of the County's intent to demolish the subject property as required by Alabama Act 91-193 and no response from the assessed owner is received, the Department of Inspection Services will notify the Department of Community and Economic Development that a resolution be submitted to the Commission for action to allow a bid package be prepared for Demolition and Debris Removal.
7. Staff from Community and Economic Development will work with the Purchasing Department to prepare the bid. Moreover, Community and Economic Development staff will oversee the bid opening to assure the bids are received in compliance with HUD regulations.
8. The Department of Inspection Services will issue a Demolition permit and provide inspection of the jobs during the demolition time period.
9. The Department of Inspection Services will sign the final inspection certificate at the conclusion of the project.
10. A lien for the cost of said demolition will be assessed by the County Commission against the subject property according to Alabama Act 91-193. This lien shall be recorded with the Judge of Probate and be added to the ad valorem tax bill on the property. Upon collection of this lien, those monies will be refunded to the Department of Community and Economic Development for their proper handling.

Frederick L Hamilton,
Director of Community & Economic Development

William H. Mullins,
Director of Inspections

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

Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works Board to install 400' of 6" water main along Tanner Road in Bagley.
2. Alabama Gas Corporation to install 401' of 6" gas main on Old Leeds Road at Regulator Station.

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

Nov-26-2013-935

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign a letter to the City of Graysville to disclaim any interest in or claim of property located at 308 South Main Street in Graysville (P.I.D. 15-20-4-018-008.000-RR-00). This property was acquired by the "County Board of Education" in 1920 and was incorrectly assessed to Jefferson County, Alabama.

October 29, 2013

City of Graysville
246 South Main Street
Graysville, AL 35073

Re: 308 South Main Street, Graysville
PID 15-20-4-018-008.000-RR-00
Deed Volume 1033 Page 265

Dear Sir or Madam:

Please be advised that Jefferson County, Alabama, has no interest nor asserts any claim to any property identified as tax parcel No. 15-20-4-018-008.000-RR-00 in the Tax Assessor's Office of Jefferson County and being more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the SE 1/4 Section 20, T16S, R4W; thence east along south line of said Section 20, 900 feet for a Point of Beginning. Thence east along Section line 320 feet to the right of way of Birmingham and Jasper Road, thence north along said right of way of Birmingham and Jasper Road 105 feet, thence west 320 feet, thence south 105 feet to Point of Beginning.

Yours truly,

W.D. Carrington, President
Jefferson County Commission

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

Nov-26-2013-936

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding to the City of Tarrant for the Emergency Road Repairs on Springdale Road, which provides for the financial assistance not to exceed the amount of \$7,500.00.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE JEFFERSON
COUNTY COMMISSION AND THE CITY OF TARRANT, ALABAMA
REGARDING EMERGENCY REPAIR OF SPRINGDALE ROAD

WHEREAS, Alabama law authorizes local governments to contract with each other to provide services; and

WHEREAS, Jefferson County ("the County") and the City of Tarrant ("the City"), a municipality located in Jefferson County, desire to enter into an agreement for the public purpose of providing financial assistance for the required "emergency repair" to a connection of storm

drains located beneath the paving of Springdale Road just west of Highway 79; and

WHEREAS, the City is in need of financial assistance to complete the repair, and has asked the Jefferson County Commission to aid in the cost of the project; and

WHEREAS, the County and the City desire to cooperate with one another to effectuate the required "emergency repair" to the connection of storm drains located beneath the paving of Springdale Road; and

WHEREAS, the County and the City agree it is in their best interest to have a Memorandum of Understanding to share in the cost of repairing the connection of the storm drains located beneath the paving of Springdale Road; and

WHEREAS, neither the County nor the City wishes to prejudice their rights with respect to repair and/or maintenance obligations of certain streets, roads and/or bridges within the City limits all of which are located in the County, and acknowledge that this MOU will not resolve all disputes between the parties or limit their respective rights to have any such disputes resolved by a court or competent jurisdiction, including, but not limited to, their right to file an action for declaratory relief, injunctive relief, and/or damages, except as limited by the terms of this MOU.

NOW THEREFORE, in consideration of the above recitals and mutual covenants contained herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The County hereby agrees to provide financial assistance in the amount of \$7,500 to the City, to help pay for a portion of the amount needed to repair the connection of the storm drains located beneath the paving of Springdale Road and further agrees that it is not entitled to recover this amount from the City. Further, the City shall pay the remainder of the amounts necessary for the "emergency repair" to Springdale Road and will not be entitled to seek and/or recover any amount over and above \$7,500 from the County.
2. The City hereby agrees to make the "emergency repair" to Springdale Road recommended by Spencer Engineering, Inc. in the letter of October 16, 2013, attached hereto as Exhibit A. (on file in the Minute Clerk's Office)
3. By signing this MOU, neither the County nor the City assumes any risk, or future liability, or any future responsibility for any portion of Springdale Road located within the jurisdiction of the City of Tarrant. The County specifically disclaims any liability owed to, or any wrongful conduct against, the City and/or third parties. Likewise, the City specifically disclaims any liability owed to, or any wrongful conduct against, the County and/or third parties.
4. Further, this MOU is not, and shall not be construed as, an admission by either the County or the City of any road maintenance and/or repair responsibilities. The parties agree that neither this MOU, nor the acts arising from and related to this MOU, will be used against either of the parties for purposes of determining whether the City or the County is responsible for the maintenance and/or repair of Springdale Road, included but not limited to, under Sections 11-49-80 and 11-49-81 of the Code of Alabama (1975).

W.D. Carrington, President
Jefferson County Commission
Loxcil B. Tuck, Mayor
City of Tarrant, Alabama

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

Nov-26-2013-937

WHEREAS, the Jefferson County Office of Senior Citizens Services is mandated by the State of Alabama to provide certain services to the senior citizen population of Jefferson County; and

WHEREAS, the Office of Senior Citizens Services has received services from several vendors pending execution of new contracts; and

WHEREAS, these vendors are entitled to compensation for services provided to Jefferson County from October 1, 2013 until November 26, 2013.

THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is directed to facilitate payments to:

VENDOR	AMOUNT	PERIOD
Legal Services of Alabama	\$5,439.59	November 1-19, 2013
Legal Services of Alabama	<u>\$8,787.17</u>	October 1-31, 2013
	\$14,226.76	
Oxford Health Care	\$4,407.58	October 1-31, 2013
	<u>\$2,354.30</u>	November 1- November 26, 2013

	\$6,761.88	
Collat Jewish Family Services	\$12,796.01	October 1-November 26, 2013
Woodbury Products d/b/a DHP		
Home Delivery Co.	\$ 189.60	October 1-November 26, 2013
Choice Home Specialists	\$3,664.50	October 1-31, 2013
Choice Home Specialists	<u>\$2,170.00</u>	November 1-19, 2013
	\$5,834.50	
The Seasoned Performers	\$5,000.00	October 1-November 26, 2013
Porter & Associates	\$4,166.00	October 1, 2013
Porter & Associates	<u>\$3,610.00</u>	November 1-26, 2013
	\$7,776.00	
Youth In Aging	\$10,094.50	October 1-31, 2013
Youth In Aging	<u>\$6,642.00</u>	November 1-26, 2013
	\$16,736.50	
Youth In Aging	\$1,698.32	October 1-31, 2013
	<u>\$1,698.32</u>	November 1-26, 2013
	\$3,396.64	
Alzheimer's of Central Alabama	\$6,214.03	October 1-31, 2013
Alzheimer's of Central Alabama	<u>\$5,338.59</u>	November 1-26, 2013
	\$11,552.62	
Alabama Aegis	\$15,988.18	October 1-31, 2013
Alabama Aegis	<u>\$13,856.70</u>	November 1-26, 2013
	\$29,844.88	
Alabama Aegis	\$8,657.49	October 1-31, 2013
Alabama Aegis	<u>\$7,485.27</u>	November 1-30, 2013
	\$16,142.76	
Smart Moves LLC	\$7,020.00	October 1-31, 2013
Smart Moves	<u>\$5,785.00</u>	November 27, 2013
	\$12,805.00	
Jefferson County Council on Aging	\$24,708.24	October 1-31, 2013
Jefferson County Council on Aging	<u>\$10,532.65</u>	November 1 - 26, 2013
	\$35,240.89	
Jefferson County Council on Aging	\$5,605.30	October 1-31, 2013
Jefferson County Council on Aging	\$3,699.91	November 1-26, 2013
Jefferson County Council on Aging	<u>\$2,784.85</u>	November 1-26, 2013
	\$12,090.06	

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

Nov-26-2013-938

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 Hopewell Baptist Church to provide funding for operation of Hillman Gardens/Riley Stations and surrounding area Senior Citizen Center for Fiscal Year 2013 - 2014 in the amount of \$10,000.

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

Nov-26-2013-939

WHEREAS, the Bankruptcy Court entered an Order November 22, 2013, which creates a Five Million (\$5,000,000) Dollar general unsecured creditor pool; and

WHEREAS, the Jefferson County Commission wants to comply with the Bankruptcy Court's November 22, 2013, Order; and

WHEREAS, the Commission hereby establishes a separate banking account at Regions Bank wherein Five Million (\$5,000,000) Dollars will be placed with the express purpose of funding the general unsecured creditor pool created by said November 22, 2013, Order.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute all necessary documents along with any other banking required forms, with Regions Bank, for the express purpose of funding the Five Million (\$5,000,000) Dollar general unsecured creditor pool created by the Bankruptcy Court's November 22, 2013 Order.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Wednesday, December 4, 2013.

President

ATTEST

Minute Clerk