

STATE OF ALABAMA)

JEFFERSON COUNTY) March 27, 2014

The Commission convened in regular session at the Birmingham Courthouse at 1:30 p.m., Sandra Little Brown, President Pro Tempore, 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

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Minutes of March 13, 2014, be approved. Voting "Aye" Knight, Stephens, Bowman and Brown.

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The Commission met in Work Session on March 25, 2014, and approved the following items to be placed on the March 27, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and Addendum Items 3 and 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 8 and Addendum Item 5.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 10 and Addendum Item 1.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 3 and an additional budget transaction.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 33 and Addendum Item 2.

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A Public Hearing was held to receive comments on the request from L. Wayne & Patricia Christian and Rona & Hollis Walker and Barbara & Charles Rigby and The Warrior River Water Authority for vacation of a road right of way - Lake Park Drive. There being no comments, the Commission took the following action.

Mar-27-2014-179

WHEREAS, L. Wayne and Patricia Christian and Rona and Hollis Walker and Barbara and Charles Rigby and The Warrior River Water Authority is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Vacation of a Road Right-of-Way Lake Park Drive:

Part of road (Lake Park Drive) as shown on Map of Griffin Lake First Addition as recorded in Map Book 15, Page 60 A & B in the Bessemer Probate Office of Jefferson County, Alabama and more particularly described as follows:

Commence at the southwest corner of the North-West quarter of the North-East quarter of Section 9, Township 20 South, Range 5 West of the Huntsville Principle Meridian, Jefferson County, Alabama, said corner being on the south boundary of Lot 28 of said Griffin Lake First Addition; thence in an easterly direction along the south line of said quarter-quarter section and the south boundary of said Lot 28 for 289.54 feet to the POINT OF BEGINNING, said point being on the south right-of-way of road (Lake Park Drive) as shown on said Map Book 15, Page 60 A & B; thence continue in an easterly direction along said south line and the south right-of-way 139.73 feet to the southeast corner of said Griffin Lake First Addition; thence turn an angle of 91°37' to the left in a northerly direction along the east line of said Griffin Lake First Addition and the east line of said right-of-way 50.02 feet to the southeast corner of Lot 1 of said Griffin Lake First Addition; thence turn an angle of 88°23' to the left in a westerly direction along a straight line which is along the south boundary of said Lot 1 and along the north right-of-way of said road for 138.23 feet to the point of beginning of a curve tangent to said straight line, said curve turning to the right, having a radius of 27.03 feet and being subtended by a central angle of 87°42'; thence in a westerly, northwesterly and northerly direction along the arc of said curve which is along the south, southwest and west boundary of said Lot 1 and also along the north, northeast and east right-of-way of said road for 41.37 feet; thence in a northerly direction along a straight line tangent to said curve which is along said west boundary of Lot 1 and also along said east right-of-way 101.67 feet; thence turn an angle of 90°00' to the left in a westerly direction 50.00

feet to intersection with the west right-of-way of said road, said intersection also being on the east boundary of said Lot 28; thence turn an angle of 90°00' to the left in a southerly direction along a straight line which is along the east boundary of said Lot 28 and also along the west right-of-way of said road 101.67 feet to the point of beginning of a curve tangent to last mentioned straight line, said curve turning to the left, having a radius of 77 .03 feet and being subtended by a central angle of 87°42'; thence in a southerly, southeasterly and easterly direction along the arc of said curve which is also along the east, northeast and north boundary of said Lot 28 and also along the west, southwest and south right-of-way of said road 117.91 feet to the POINT OF BEGINNING.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, L. Wayne and Patricia Christian and Rona and Hollis Walker and Barbara and Charles Rigby and The Warrior River Water Authority tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

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Mar-27-2014-180

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Alfred Thomas in the amount of One Hundred Sixty and 00/100 (\$160.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Alfred Thomas in the amount of \$160.00 and forward it to the County Attorney for disbursement.

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

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Mar-27-2014-181

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Carmen Jones in the amount of Eight Hundred Ninety Seven and 07/100 (\$897.07) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Carmen Jones in the amount of \$897.07 and forward it to the County Attorney for disbursement.

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

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Mar-27-2014-182

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Wanda Washington in the amount of One Thousand Four Hundred Eighty Seven and 60/100 (\$1,487.60) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Wanda Washington in the amount of \$1,487.60 and forward it to the County Attorney for disbursement.

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

Mar-27-2014-183

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Brian Adams has been denied. Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting “Aye” Bowman, Stephens, Brown and Knight.

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Mar-27-2014-184

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Jasmine Brisco has been denied. Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting “Aye” Bowman, Stephens, Brown and Knight.

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Mar-27-2014-185

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Quanika M. Ratcliff has been denied. Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting “Aye” Bowman, Stephens, Brown and Knight.

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Mar-27-2014-186

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Felicia Stallings has been denied. Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting “Aye” Bowman, Stephens, Brown and Knight.

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Mar-27-2014-187

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Julie Carmichael in the amount of Twenty Six Thousand Six Hundred Forty Five and 42/100 (\$26,645.42) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Julie Carmichael in the amount of \$26,645.42 and forward it to the County Attorney for disbursement. Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting “Aye” Bowman, Stephens, Brown and Knight.

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Mar-27-2014-188

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim by Juan R. Banda has been denied. Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting “Aye” Bowman, Stephens, Brown and Knight.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled *John Mason, et al. v. Sheriff Mike Hale and Jefferson County*, Case No. 2:11-CV-03155, in the amount of Sixty-Seven Thousand Five Hundred and no/100 (\$67,500.00) Dollars. The Finance Director is hereby directed to issue a check payable to "Donald Stewart, Attorney for John Mason, member of a certified class" in the amount of \$67,500.00 and forward it to the County Attorney for disbursement. The President of the County Commission is authorized to execute the attached Settlement Agreement.

#### SETTLEMENT AGREEMENT

Plaintiffs, by and through counsel, and Defendants, by and through respective counsel, enter into this Settlement Agreement ("Agreement") providing for resolution of the claims asserted by Plaintiffs in the civil action styled *Mason et al v. Hale et al.*, Civil Action No. 2:11cv-03155-TMP, currently pending in the United States District Court for the Northern District of Alabama (the "Lawsuit"). The parties agree to the following terms and conditions:

#### I. INTRODUCTION

WHEREAS, the Lawsuit, a certified class action for injunctive relief, was filed based on allegations of overcrowding and failure to properly fund the Jefferson County Jail in Birmingham, Alabama (the "Birmingham Jail") leading to alleged unconstitutional conditions at the facility;

2. WHEREAS, Defendants deny liability in this matter, but the parties, through this Agreement, seek to make certain changes regarding staff and conditions at the Birmingham Jail and the Jefferson County Jail in Bessemer, Alabama (the "Bessemer Jail") as provided herein;

3. WHEREAS, Plaintiffs and Defendants acknowledge that this Agreement does not constitute: (a) an admission by any Defendant of any violation of law; or (b) an admission by any Defendant that any current or past policy, practice, or procedure altered by this Agreement violated or failed to comply with any applicable Constitutional provision, law, rule, or regulation; or (c) a consent decree enforceable in any court.

4. WHEREAS, the parties agree that neither this Agreement nor anything contained in this Agreement confers "prevailing party" status on any Plaintiff for any purpose whatsoever, and that Plaintiffs have not achieved that status as a result of this litigation or the entry into this Agreement by the parties. Likewise, Plaintiffs shall not be determined to be "prevailing parties" as a result of this Agreement or any performance or failure of performance hereunder.

5. WHEREAS, the parties agree that a resolution of the claims in the Lawsuit would benefit all parties by avoiding the time and expense of ongoing litigation; and

6. WHEREAS, the parties have entered into this Agreement in reliance on the mutual representations contained herein;

7. WHEREFORE, in consideration of the mutual promises of the parties set forth below, sufficiency of which is acknowledged by all of the parties, the undersigned parties agree to the final resolution of all claims related to the Lawsuit. It is hereby stipulated and agreed by and between the undersigned as follows:

#### II. EFFECTIVE DATE

8. The effective date of this Agreement shall be the date on which the Agreement is last executed by the parties, by and through counsel.

#### III. PARTIES

9. Plaintiffs are a certified class currently led by the following named individuals: Drew Thacker, Gregory Robinson, and George Van Zandt. Plaintiffs filed the Lawsuit and a class has been certified consisting of all inmates who are now, or who will in the future, be detained at the Birmingham Jail.

10. Defendants are the following persons in their official capacities only: Mike Hale, Sheriff of Jefferson County ("Sheriff Hale"); and David Carrington, George Bowman, Sandra Little Brown, Jimmie Stephens, and Joe Knight, Jefferson County Commissioners (the "Jefferson County Commission"). All of the Defendants are sued in their official capacities only and enter into this Agreement in their official capacities only. The parties recognize that Sheriff Hale has certain statutory authority regarding, and day-to-day operational responsibilities concerning, the Birmingham Jail and the Bessemer Jail. The parties likewise recognize that Sheriff Hale is dependent upon funding from the Jefferson County Commission in order to operate the Birmingham Jail and the Bessemer Jail. The parties also recognize that the Jefferson County Commission is bound by the Balanced Budget Act and is required to maintain a balanced budget in each calendar year when allocating for multiple required functions and officials in a calendar year.

#### IV. DEFINITIONS

11. "Detainee" means any person incarcerated in the Birmingham Jail or the Bessemer Jail, whether that person be a pre-trial detainee, an arrestee, a County inmate post-conviction, a state inmate either awaiting transfer to the state prison system or returning from the state prison system to answer charges in Jefferson County, a federal detainee of any kind, or any other person otherwise booked into the Birmingham Jail or the Bessemer Jail.

12. "Control Room Operators" or "CROs" means newly created positions at the Birmingham Jail and/or Bessemer Jail that will visually

monitor Detainees from control booths but will not have direct contact with Detainees.

## V. REMEDIAL PROVISIONS

### A. POPULATION

13. At least 100 Detainees from the Birmingham Jail shall be transferred to the Bessemer Jail by February 1, 2014.
14. At least 100 additional Detainees from the Birmingham Jail shall be transferred to the Bessemer Jail by June 1, 2014.
15. Housing of Detainees shall generally be limited to two detainees per cell unless housing classification requirements and fixed design limitations require that more than two Detainees be housed in a cell. A reasonable effort shall be made to minimize the amount of time that more than two Detainees are housed in a cell.
16. Procedures for the segregation of mentally ill, physically handicapped, high risk, or otherwise special needs Detainees for the Birmingham Jail and Bessemer Jail shall be provided to class counsel no later than June 1, 2014.

### B. STAFFING

17. Reasonable efforts shall be made to complete the hiring process for at least 40 CROs by February 1, 2014.
18. At least an additional 20 deputies shall be re-assigned to the Bessemer Jail by February 1, 2014.
19. At least 100 deputies or CROs shall be assigned to the Birmingham Jail.
20. At least an additional 3 deputies shall be assigned to the Bessemer Jail after February 1, 2014 and before June 1, 2014.

### C. PHYSICAL PLANT AND ADDITIONAL CONSIDERATIONS

21. Qualified inmates shall be provided access to recreational activities unless doing so would endanger the lives or safety of the Detainee, other Detainees, or the Jail staff.
22. Cells, pods, dormitories, or any other form of Detainee housing shall be maintained in proper working order, including but not limited to: properly working plumbing, lighting, electrical, and HVAC systems.
23. Detainees shall be provided with clean linens and laundry on a regular basis.
24. Detainees shall be provided with prophylactic dental hygiene equipment including adequate tooth paste and tooth brushes.

## VI. PROVISIONS OF INFORMATION TO PLAINTIFFS' COUNSEL

25. Plaintiffs' counsel and Plaintiffs' expert shall have the right to come to the offices of Riley & Jackson to review redacted reports (i.e., reports not including any names, social security numbers, dates of birth, or medical information) upon request but no more than every 3 months. These reports may not be disseminated to any other person, except as required for this Lawsuit, and may not be used by counsel for any party in any other proceeding. Plaintiffs' expert shall sign a confidentiality agreement that any information will not be shared with anyone other than Plaintiffs' class counsel. Plaintiffs' counsel agrees to keep the information confidential and may only use it in regards to this Lawsuit. The reports contemplated under this paragraph include: a) all incident reports documenting use of force, alleged use of force, assaults with or without a weapon, fighting with or without a weapon, sexual assaults or alleged sexual assaults, (b) daily Detainee counts for each jail, and (c) staffing rosters for both jails for the 1st and 15th day of each month showing the number of deputies who actually reported for duty and where they were assigned.
26. In addition to the quarterly report contemplated by 1 25, Plaintiffs' counsel shall have the right to make an inspection of the Birmingham Jail. Plaintiffs' counsel shall have the right to make the aforesaid inspection between June 1, 2014 and December 31, 2014 at a mutually agreed upon time with Sheriff Hale's counsel.
27. The parties agree that should Defendants fail to comply with the preceding paragraph, Plaintiffs may ask the Court to remove this case from its administrative docket and restore this case to the Court's active docket for resolution of any dispute arising under § 25. Such a motion will not relieve the parties of their obligations to produce the documents described in T 25. Prior to approaching the Court for such relief, Plaintiffs' counsel will make a good faith effort to confer with Defendants' counsel to resolve the issue

## VII. ATTORNEY'S FEES AND COST

28. Defendants shall pay Plaintiffs' counsel \$135,000.00 within 30 days of their execution of this Agreement and court approval as reimbursement for any and all claims for costs and fees associated with Plaintiffs' prosecution of the Lawsuit, including any such costs and fees associated with effectuating the provisions of this Agreement. By their signatures to this Agreement, Plaintiffs' counsel waive any further or additional claim for litigation costs, attorney fees, reimbursement or the like associated with the prosecution of the Lawsuit and release Defendants, and any other person or entity, from any claim of attorney's fees, litigation costs, reimbursement, or the like that Plaintiffs or their counsel may have, or claim to have, in connection with the prosecution of the Lawsuit.
29. By their signatures to this Agreement, Defendants waive any claim for litigation costs, attorney fees, reimbursement or the like associated with the defense of the Lawsuit and release Plaintiffs and Plaintiffs' counsel from any claim of attorney fees, litigation costs, reimbursement, or the like that Defendants or their counsel may have, or claim to have, in connection with the defense of the Lawsuit.

## VIII. MISCELLANEOUS PROVISIONS

30. Best efforts. All parties agree to exercise their best efforts and take all reasonable steps necessary to effectuate this Agreement. The parties commit to open and timely communication about issues that arise with regard to implantation of this Agreement.

31. Dissemination of this Agreement to Deputies: Sheriff Hale shall educate and inform his deputies regarding the contents of this Agreement.

32. No waiver of privilege or immunity. Nothing in this Agreement, or undertaken pursuant to this Agreement, constitutes or is intended to constitute a waiver of any applicable privilege or immunity.

33. Entire Agreement. This Agreement represents the entire agreement by and among the parties as to the claims in this case and no agreement entered into at any time, nor any written agreement entered into prior to the execution of this Agreement, shall be deemed to exist or bind the parties, or to vary the terms and conditions contained herein, or to determine the meaning of any provisions therein.

34. Mutual exclusivity of provisions. If any provision of this Agreement is declared invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in full force and effect, unaffected and unimpaired.

35. Persons bound. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their attorneys, and their respective successors and assigns.

36. Applicable Law. This Agreement shall be governed by the laws of the State of Alabama as to interpretation, construction, and performance.

IX. STIPULATION OF DISMISSAL AND EXECUTION OF THE AGREEMENT

37. Upon execution of the Agreement, the parties will jointly move the Court to stay the Lawsuit and place the Lawsuit on the Court's administrative docket until January 2, 2016.

38. The parties shall perform their respective obligations and duties under this Agreement beginning on the Effective Date. The parties agree to make a good faith effort to confer regarding any dispute that arises under the Agreement and attempt to resolve any dispute that arises under this Agreement. Counsel will make good faith efforts to resolve any dispute in a timely manner.

39. At any time prior to January 1, 2016, any party may file a motion requesting that this case be restored to the Court's active docket for such proceedings as the Court deems necessary and appropriate.

40. If the Plaintiffs do not file the motion described in the preceding paragraph within the prescribed time, or if the motion is filed but the Court finds after an evidentiary hearing that there is no current and ongoing violation of Plaintiffs' rights or current violations of the Agreement, the case will be dismissed with prejudice.

41. The Court will retain jurisdiction of the case until it is finally dismissed pursuant to the terms of this Agreement.

42. The parties hereto, by and through counsel, with full and complete authority, have caused this Agreement to be properly executed as of the date last executed below.

43. Upon payment to the Plaintiff's counsel pursuant to paragraph 28 above, Plaintiffs shall withdraw any and all claims and proofs of claim file on behalf of the Plaintiff's or Plaintiff's counsel in the County's chapter 9 bankruptcy case, In re Jefferson County, United States Bankruptcy Court for the Northern District of Alabama, Case No. 11-05736-TBB9.

Donald Stewart

John Lawes

On Behalf of Plaintiffs as Class Counsel

Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama

David Carrington, President

Jefferson County Commission

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

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Mar-27-2014-190

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Agreement with Tyco Integrated Security to move badge access control from one department to another department on the 9<sup>th</sup> floor of the 2121 Building in the amount of \$1,339.31.

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



14000002549	Xerox Copier	Obsolete No Longer in Department
14000002264	Royal Copier Star	Obsolete No Longer in Department
14000004306	Sharp AR-M620U Copier	Obsolete No Longer in Department
14000002266	Royal Copy Star	Obsolete No Longer in Department

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

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Mar-27-2014-192

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 03/04/14 - 03/10/14

1. ENVIRONMENTAL SERVICES FROM BEARINGS & POWER TRANSMISSION INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR GEAR BOXES & LOCKING ASSEMBLIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 3/27/14 - 3/26/15. SAP PURCHASE ORDER # 2000078386 \$24,657.96 TOTAL REFERENCE BID # 40-14R
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM EXPRESS OIL CHANGE, BIRMINGHAM, AL CONTRACT RENEWAL FOR OIL CHANGE AND MISCELLANEOUS VEHICLE REPAIRS TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 2/15/14 - 2/18/15. SCHEDULED FOR REBID IN FY15. REFERENCE BID # 71-12
3. ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM JH WRIGHT & ASSOCIATES, DAPHNE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT.  
SAP PURCHASE ORDER # 2000076156 CHANGE ORDER \$ 301.43  
PURCHASE ORDER \$11801.43 TOTAL
4. SHERIFF'S DEPARTMENT FROM SHEALY HOLT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRE-EMPLOYMENT SCREENING/EMPLOYEE EXAMS. SAP PURCHASE ORDER # 2000076488  
CHANGE ORDER \$ 4,500.00 PURCHASE ORDER \$10,000.00 TOTAL
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM SOUTHERN LILAC, ROUND ROCK, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SOUTHERN LILAC PHONES/RADIOS.  
SAP PURCHASE ORDER # 2000077085 CHANGE ORDER \$ 5,100.00  
PURCHASE ORDER \$10,099.00 TOTAL

For Week of 03/11/14 - 03/17/14

1. JEFFERSON COUNTY DEPARTMENTS FROM OFFICE DEPOT, BIRMINGHAM, AL, TO AWARD BID FOR TONER, COMPUTER IMAGING SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENTS FOR THE PERIOD OF 4/12/14 - 4/11/15. REFERENCE BID # 38-14
2. TREASURER'S DEPARTMENT FROM EXPRESS PRINT & PROMOTIONAL, BIRMINGHAM, AL, TO AWARD BID FOR JEFFERSON COUNTY PAYROLL CHECKS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 3/01/14 - 2/28/15. REFERENCE BID # 42-14
3. ROADS AND TRANSPORTATION FROM SUPERIOR PRODUCTS INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF CONCRETE SAND TO BE ORDERED AS NEEDED BY USER DEPARTMENT AND MEMBERS OF PACA FOR THE PERIOD OF 3/27/14 - 3/26/15. REFERENCE BID # 65-14
4. GENERAL SERVICES FROM WITTICHEN SUPPLY COMPANY, BIRMINGHAM, AL, TO AWARD CONTRACT FOR ROOFTOP GAS/ELECTRIC PACKAGE UNITS FOR THE PERIOD OF 3/27/14 - 3/26/15.  
SAP PURCHASE ORDER # 2000078577 \$49,547.00 TOTAL REFERENCE BID # 46-14R
5. GENERAL SERVICES FROM CORNERSTONE INSTITUTIONAL LLC, BIRMINGHAM, AL, TO AWARD BID FOR CYLINDER LOCKS & SERVICE TO PURCHASE FOLGER ADAM MOGUL LOCK CYLINDERS & INSTALLATION.  
SAP PURCHASE ORDER # 2000078591 \$37,500.00 TOTAL REFERENCE BID # 20-14R
6. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL COMPANIES, ATLANTA, GA, CONTRACT RENEWAL FOR THE PURCHASE OF OIL & LUBRICANTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 4/01/14 - 3/31/15. SCHEDULED FOR REBID FY15. REFERENCE BID # 76-12
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM JAMES WOODCOCK DBA ALABAMA MOWER



SERVICES, WARRIOR, AL, TO PURCHASE TWO (2) SCAG CHEETAH HEAVY DUTY 52" CUT MOWERS. PURCHASE ORDER DID NOT APPEAR ON ENCUMBRANCE REPORT. SAP PURCHASE ORDER # 2000078460  
\$14,894.48 TOTAL

8. ACKNOWLEDGMENT FOR THE SHERIFF: BIRMINGHAM ENFORCEMENT FROM OFFICE DEPOT, BIRMINGHAM, AL, TO PURCHASE OFFICE SUPPLIES. PURCHASE ORDER DID NOT APPEAR ON ENCUMBRANCE REPORT.  
SAP PURCHASE ORDER # 2000078487 REFERENCE BID # 49-12

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

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Mar-27-2014-193

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION for the week of for week of 3/4/14 - 3/10/14 and 3/11/14 - 3/17/14, BE AND THE SAME HEREBY IS APPROVED.

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

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Mar-27-2014-194

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 3/4/14 - 3/10/14 and 3/11/14 - 3/17/14, be and hereby is approved.

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

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Mar-27-2014-195

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date February 23, 2014.

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

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#### STAFF DEVELOPMENT

##### Multiple Staff Development

##### Environmental Services

Gary Nelson	\$1,065.58
David Denard	\$1,174.60
David Willoughby	\$1,090.28
AWEA Technical Conference Orange Beach, AL – April 6-9, 2014	

##### Information Technology

Denise Trimmier	\$1,032.77
Keith Gullledge	\$845.08
Motorola Training and Demonstration Schaumburg, IL – April 15-18, 2014	

##### Inspection Services

David Blue	\$456.24
Stanley Smith	\$456.24

51<sup>st</sup> Annual Education Conference  
Auburn, AL – April 2-4, 2014

Revenue

Eddie Woodis \$110.00  
Bruce Thompson \$110.00  
Marlin Allen \$110.00  
Special Issues for Sales and Use Tax  
Hoover, AL – April 4, 2014

Tanjawania Hurst \$195.00  
Charles Bell \$195.00  
CROAA Continuing Education  
Shelby, AL – April 9-11, 2014

Charles Bell \$225.00  
Marlin Allen \$225.00  
Examination Program for Local Government Revenue  
Hoover, AL – May 7-9, 2014

Sheriff' Office

Jeremy Comans \$352.50  
Jonathan Craton \$352.50  
Clint Bowdon \$352.50  
Justin Tinker \$352.50  
Clandestine Lab Certification Class  
Meridian, Mississippi – March 23-28, 2014

James Perry \$1,391.60  
Ellen Scheirer \$1,391.60  
Homicide Investigation  
Jacksonville, FL – June 1-6, 2014

Stormwater Management Agency

Zhaleh McCullars \$892.05  
Amanda Elledge \$892.86  
Seminar Southeast Regional Stormwater  
Atlanta, GA – April 6-9, 2014

Individual Staff Development

Board of Equalization

Keith Fravert State funds \$93.79  
Alabama Certified Appraiser Exam  
Auburn, AL – March 13-14, 2014

Mike Callahan State funds \$200.00  
AL IV Introduction to Property Tax Administration  
Hoover, AL – April 23-25, 2014

Community and Economic Development

Dennis Sammons grant funds \$302.53  
Lead Safety for Renovation  
Tuscaloosa, AL – April 23, 2014

Environmental Services

William Pickens \$2,956.22  
AWEA Technical Conference  
Salt Lake City, UT – May 17-22, 2014

General Services

David Pendarvis \$380.00  
Backflow Certification Class  
Leeds, AL – March 19-20, 2014

Revenue

Daren Lanier \$225.00  
Motor Vehicle Training Alabama Department of Revenue  
Montgomery, AL – March 11-13, 2014

Bruce Thompson \$1,271.50  
Tax Audit  
Atlanta, GA – April 6-11, 2014

Scott Moore \$2,337.47  
Tax Audit  
Denver, CO & Tulsa, OK – April 19-26, 2014

Wes Stoudenmire Contractors and Dual Businesses Hoover, AL – March 7, 2014	\$110.00
Sheriff Office Roger Morris National Symposium on Child Abuse Huntsville, AL – March 24-27, 2014	\$526.11
Tax Collector – Bessemer Grover Dunn AATA Summer Conference Planning Session Orange Beach, AL – April 10-12, 2014	\$650.85
For Information Only	
Personnel Board Tiffany Owens University of North Alabama Florence, AL – April 15, 2014	\$150.00
Jerry Roething SQL Server Training New Horizon Online Training – March 31 – April 4, 2014	\$2,255.00
Dominga Gardner SQL Server Training New Horizon Online Training – April 14-19, 2014	\$2,255.00

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

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BUDGET TRANSACTIONS

1. Stormwater Management Authority \$6,000  
Add funds to purchase items (t-shirts, bags, first-aid kits, etc.) for various neighborhood cleanups.
2. Sheriff Office \$0  
The Jefferson County Personnel Board has recommended changing the grade of a Deputy Chief from a Grade 32 to a Grade 34.

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

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Mar-27-2014-196

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and IBM Corp. to provide annual maintenance support for Cooper Green Mercy Health Services Data Center equipment and software for the period January 1, 2014 - December 31, 2014 in the amount of \$14,191.46.

CONTRACT NO. CON00004237

Contract Amendment No. II

This Amendment to Contract entered into the 1<sup>st</sup> day of January 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and IBM Corporation, hereinafter referred to as the "Contractor" to provide maintenance and support for Data Center IBM Equipment and Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Commission on September 11, 2012, is hereby

amended as follows:

SCOPE of SERVICE: To incorporate Schedule Number AG 17HK in the amount of \$14,191.46.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The contract term expires on December 31, 2014.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

IBM Corporation

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

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

\_\_\_\_\_  
Mar-27-2014-197

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. V to the Agreement between Jefferson County, Alabama and Kronos, Inc. to provide annual maintenance for time clock software and hardware for the period April 2, 2014 - April 1, 2015 in the amount of \$52,471.95.

CONTRACT NO.: CON00003727

Contract Amendment No. V

This Amendment to the original Kronos Sales, Software License and Services and Equipment Support agreement entered into on March 24, 2009, minute book 157, page 569; amendment 2 approved by Commission May 24, 2011; amendment 3 approved by Commission July 7, 2012; Amendment 4 approved by Commission March 28, 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Kronos Incorporated, hereinafter referred to as the "Contractor" to provide maintenance and support for Kronos hardware and software.

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:

Pursuant to Section D. 2 of the Kronos Sales, Software License and Service Agreement and Section 1 of the Equipment Support Agreement, the parties agree to extend the Software Support term of the Contract from April 2, 2014 to April 1, 2015.

The parties further agree that the Kronos Support Services Quote Contract Number 1141473 R02-DEC-13, dated December 12, 2013, in the amount of \$52,471.95 is incorporated herein by reference and shall be governed by the Terms and Conditions of the Contract.

NON-DISCRIMINATION POLICY

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

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Kronos, Incorporated

John O'Brien, Sr. Vice President, Americas

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Barry Strock Consulting Associates, Inc. to assist County personnel in contracting with in contracting with a governmental accounting software expertise that can fulfill the ERP research needs for the period March 13, 2014 - September 30, 2014 in the amount of \$35,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 13<sup>th</sup> day of March, 2014 by and between Jefferson County, Alabama, hereinafter called "the County, and Barry Strock Consulting Associates, Inc. located at 154 Rosemont Street, Albany, NY 12206, hereinafter called "the Consultant."

WHEREAS, the County desires to contract for consultant services for consulting services for software procurement for various Jefferson County Departments.

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

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

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

a. SCOPE OF SERVICES: The Consultant agrees to assist Jefferson County staff in contracting with a governmental accounting software expertise that can fulfill the ERP research needs, identify the appropriate software solution, and analyze select software strengths and weaknesses/limitations for Jefferson County.

The Consultant will also provide those services described in the proposal dated February 20, 2014 and attached hereto and incorporated herein by reference.

Consultant acknowledges and expressly agrees that Consultant shall report to, work with and provide advice to the Receiver, Dr. Ronald Sims, County Manager, and to the Chief Financial Officer.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall commence on March 13, 2014 through September 30, 2014.

COMPENSATION: As full compensation for the Consultant's professional services performed hereunder, the Agency shall pay the Consultant an amount not to exceed \$35,000 (Thirty-five Thousand Dollars and no/cents).

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 County. Should County authorize Consultant to subcontract (assign) any portion of this contract, Consultant will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Consultant must maintain a continuous effective business relationship with the sub-Consultants) 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.

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

STATEMENT OF CONFIDENTIALITY: Consultant 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.

INDEPENDENT CONSULTANT: the Consultant acknowledges and understands that the performance of this contract is as an independent Consultant and as such, the Consultant 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 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.

The Consultant 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.

NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity. The County encourages Consultants to share this commitment. Consultant 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.

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

TERMINATION OF CONTRACT: This agreement may be terminated; (a) by either party at any time for failure of the other party

to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

INDEMNITY: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the Agency, its Council, boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the Agency, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

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

Client: Jefferson County Manager  
716 N Richard Arrington Jr. Blvd. North  
Suite 830  
Birmingham, AL 35203

Copy to: Dr. Ronald Sims  
716 N Richard Arrington Jr. Blvd. North  
Suite 305 B  
Birmingham, AL 35203

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.

INSURANCE: The Consultant will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for 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 the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Consultant is also required to include the bid number on the evidence of insurance.

COUNTY FUNDS PAID: Consultant and the Consultant 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 Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

CONFLICT OF INTEREST: The Consultant declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director, nor any other Government Official is directly or indirectly interested in this contract or any contract with the Consultant for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Consultant pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Consultant for which compensation will be sought during the aforesaid period. In addition, the Consultant declares, that as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Consultant nor any

of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Consultant for which compensation will be claimed during the period of time this contract is being performed.

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.

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- c. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

CONSULTANT:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President - Jefferson County Commission

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

\_\_\_\_\_ Mar-27-2014-199

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

Support and Maintenance Agreement with Colossus, Incorporated, d/b/a InterAct Public Safety Systems to provide services for the Sheriff's Office InterAct InfoServer software for patrol vehicles mobile data system for the period April 1, 2013 - March 31, 2014 in the amount of \$31,368.60.

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

\_\_\_\_\_ Mar-27-2014-200

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the Jefferson County Parking Deck Restoration Project. The Director shall present for Commission approval a final summary Change Order at the end of the project to reconcile the executed CCDs.

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

\_\_\_\_\_ Mar-27-2014-201

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Richard Sims, M.D. to provide medical services to patients of Cooper Green Mercy Health Services' outpatient clinics for the period February 1, 2014 - January 31, 2015 in the amount of \$149,760.

Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting

“Aye” Bowman, Stephens, Brown and Knight.

Mar-27-2014-202

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Samford University - McWhorter School of Pharmacy to provide clinical education for graduate and undergraduate pharmacy students at no cost.

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

Mar-27-2014-203

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Hilltop Again, LLC, applicant; Charles & Teresa Wood, Members/Managers; d/b/a Hilltop Again Sports Bar and Grill located at 10110 Camp Oliver Road, Adger, Al 35006 (Oak Grove) for an (010) Lounge Retail Liquor on-premise license, be and hereby is approved.

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

Mar-27-2014-204

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Midfield to provide election services for a Municipal Election to be held April 8, 2014 in the amount of \$176 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 5<sup>th</sup> day of February, 2014, by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Midfield, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on April 8, 2014; and

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

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

For the election on April 8, 2014. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- ePollbook Laptops----\$100.00 each
- Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

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

Election - Requested Equipment

- a. ePollbook Laptops (\$100.00 each) \_\_\_ Laptops @ 100.00 each = \$
- b. Voter List for posting/publishing  
(\$11.00 per thousand names rounded up = 66.00 cost per list)  
Multiplied by 1 quantity of list(s) requested = \$ 66.00
- d. Voter List on Compact Disc  
(\$11.00 per thousand names rounded up = 66.00 cost per disc)



Multiplied by 1 quantity of disc(s) requested + \$45.00=	\$111.00
Election Equipment or Service Total Cost	\$176.00

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF MIDFIELD, ALABAMA

Gary Richardson, Mayor

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

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Mar-27-2014-205

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Circuit Court Clerk, Anne-Marie Adams for compensation for serving as Absentee Elections Manager for the Primary Election held on December 3, 2013 and the Run-Off Election held on February 4, 2014 in the amount of \$18,400 (46 days @ \$200 per day/per election), be and hereby is approved.

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

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

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Mar-27-2014-206

BE IT RESOLVED, by the Jefferson County Commission that the President, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for architecture services associated with the Warrior Storm Shelter-Trafford Road. The fee for these services shall not exceed Seventy Nine Thousand Four Hundred and 00/100 Dollars (\$79,400.00), and will be paid for in full with CDBG-DR federal funds. This project is from the Program Year 2013 funds.

Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting

“Aye” Bowman, Stephens, Brown and Knight.

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Mar-27-2014-207

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and  
WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, sets forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status or disability; and

WHEREAS, Jefferson County, Alabama continues to affirmatively further fair housing for its citizens; and

NOW, THEREFORE, the Jefferson County Commission does hereby proclaim April, 2014 as Fair Housing Month in Jefferson County, Alabama for the significance of fair housing to our way of life and encourages all residents to observe and support both the letter and spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution.

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

Mar-27-2014-208

BE IT RESOLVED, by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Thirty Five Thousand & 00/100 Dollars (\$35,000.00) to the 2010 Emergency Housing Rehabilitation budget for a Water Conservation activity. Funds will be transferred from the 2010 Edgewater Community Park.

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

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Mar-27-2014-209

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to extend the agreement between Jefferson County, Alabama and Thompson Architecture, for Fairfield Library Improvements Project (CD11-03-M1-FAI). This extension shall be at no additional cost. The previous completion date was February 28, 2014. The new completion date shall be December 31, 2014. All other terms and conditions of the modified contract shall remain the same. This project is from program year 2011 and funded by federal fund.

AMENDMENT TO CONTRACT #2

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on July 17, 2012 in Minute Book 163, Page 443, is hereby amended as follows:

The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and Thompson Architecture, Inc. for the Fairfield Library Improvements Project (CD11-03-M1-FAI). The new completion date shall be December 31, 2014.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Robert N. Thompson, President

Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting

“Aye” Bowman, Stephens, Brown and Knight.

Mar-27-2014-210

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the Agreement between Jefferson County, Alabama and AECOM Technical Services, Inc. to extend the expiration date to January 1, 2015 for the Blossburg Road Widening Project.

AMENDMENT NO. 3 TO AGREEMENT TO PROVIDE  
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION  
THE DESIGN AND PRODUCTION OF COMPLETE ROAD PLANS FOR THE  
WIDENING OF BLOSSBURG ROAD FROM MAIN STREET IN GRAYSVILLE TO CORRIDOR X

This document shall AMEND the Scope of the:

Original AGREEMENT, dated November 8, 2005, Minute Book 149, Page 476, Amendment #1, dated November 23, 2010, Minute Book 161, Page 24, Amendment #2, dated April 24, 2012, Minute Book 163, Pages 145-146.

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI MISCELLANEOUS PROVISIONS, SECTION 4 -DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of January 1, 2015.

Statement of Compliance with Alabama Code Section 31-13-9.

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 24<sup>th</sup> day of January, 2014.

AECOM TECHNICAL SERVICES, INC.

John E. Lobdell, Associate Vice President

RECOMMENDED:

Tracy A. Pate, Interim Director

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

ATTEST:

Minute Clerk

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

Mar-27-2014-211

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the Agreement between Jefferson County, Alabama and Neel-Schaffer, Inc. to extend the expiration date to January 1, 2015 for the Caldwell Mill Road Widening Project.

AMENDMENT NO. 3 TO THE AGREEMENT TO PROVIDE  
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION  
THE DESIGN AND PRODUCTION OF COMPLETE ROAD AND BRIDGE PLANS  
FOR THE WIDENING OF CALDWELL MILL ROAD FROM HEATHERWOOD DRIVE TO ACTON ROAD

This document shall AMEND the Scope of the Original AGREEMENT, dated June 24, 2003.

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work and the additional Scope of Work

added in Amendment No. 1, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI -MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of June 1, 2015.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day of, 2014.

NEEL-SCHAFFER, INC.

Chris Sellers, Office Manager

RECOMMENDED: JEFFERSON COUNTY COMMISSION

RECOMMENDED:

JEFFERSON COUNTY COMMISSION

Tracy A. Pate, Interim Director

W. D. Carrington, President

ATTEST:

Minute Clerk

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

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Mar-27-2014-212

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Deed of Exchange for Ross Bridge a.k.a. Deer Valley Parkway Sanitary Sewer Right of Way to correct the easement alignment of an existing sewer line between Jefferson County and the current property owner, United States Steel Corporation, as recorded in Instrument 200402/2934, in the Office of Probate Judge of Jefferson County.

DEED OF EXCHANGE (SEWER)

United States Steel Corporation

PROJECT NAME: ROSS BRIDGE PARKWAY

PARKWAY LINE S-1 – RIGHT OF WAY EXCHANGE

Upon recording this instrument

should be returned to:

Room A-200 Courthouse

716 Richard Arrington, Jr. Blvd. N.

Birmingham, Alabama 35023

This instrument was prepared by:

Michael M. Partain, Esq., General Attorney

United States Steel Corporation

Law Department-Hoover Office

610 Preserve Parkway, Suite 200

Hoover, Alabama 35226

DEED OF EXCHANGE

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) cash in hand paid by Jefferson County, Alabama, a political subdivision of the State of Alabama (hereinafter the "County"), the receipt whereof is hereby acknowledged, the undersigned, UNITED STATES STEEL CORPORATION, a Delaware corporation (hereinafter "Grantor"), does, to the extent of its interests, hereby grant and convey unto the County, its successors and assigns, an easement for a right of way for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama, and described as follows, to-wit:

LINE S-1

A strip of land situated in the N.E. ¼ of Section 7, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said N.E. 1/4 of Section 7, Township 19 South, Range 3 West; thence run in a Southerly direction along the East line of said quarter section, a distance of 2171.51 feet to a point; thence 114°04'24" to the right in a Northwesterly direction a distance of 117.33 feet to a point; thence 14°53'57" to the left in a Northwesterly direction a distance of 152.50 feet to a point, said point being on the centerline of an existing 20 feet wide sanitary sewer easement, 10 feet each side of centerline, said point also being the POINT OF BEGINNING of a 20 feet wide sanitary sewer easement lying 10 feet each side of, parallel to, and abutting the following described centerline; thence 28°29'58" to the left in a Southwesterly direction a distance of 314.64 feet to a point, said point also being the

Point of Ending of said sanitary sewer easement, and on the centerline of an existing 20 feet wide sanitary sewer easement 10 feet each side of said centerline, less and except any portion of said easement lying within the right of way of Ross Bridge Parkway.

For the consideration aforesaid, the Grantor does grant and convey unto the County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip of land and the right to cut and keep clear all trees, undergrowth, and other obstructions on the lands of the Grantor adjacent to said strip of land when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip of land, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

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

The Grantor covenants with the County that it is seized in fee title to the surface estate of said lands, minerals and mining rights excepted, and that it has a good right to convey said easement and will warrant and defend the same against the lawful claims of all persons whomsoever claiming by, through, or under the Grantor.

IN CONSIDERATION OF THE SUM OF One and 00/100 Dollars (\$1.00) AND THE ABOVE CONVEYANCE, the County does hereby remise, release, quit claim and convey to the Grantor, its successors and assigns, all rights, title, interest and claim in or to the following described real estate, to-wit:

All that part of the following described sanitary sewer easement lying outside the sanitary sewer right-of-way conveyed to Jefferson County, Alabama, by this instrument:

A 20' Sanitary Sewer Right-of-Way for Deer Valley Parkway, as recorded in Instrument 200402/2934, in the Probate Office of Jefferson County, Alabama, situated in the Northeast quarter of Section 7, Township 19 South, Range 3 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of said Northeast quarter of Section 7; thence run in a Southerly direction along the East line of said quarter section, a distance of 2173.41 feet to a point, said point being on the centerline of an existing 20 foot wide sanitary sewer easement, 10 feet each side of centerline; thence turn a deflection angle to the right of 114°00'20" and run along said centerline in a Northwesterly direction a distance of 117.23 feet to a point; thence turn a deflection angle to the left of 14°51'46" and run along said centerline in a Northwesterly direction a distance of 152.72 feet to the POINT OF BEGINNING of a 20 foot wide sanitary sewer easement lying 10 feet on each side of, parallel to, and abutting the following described centerline; thence turn a deflection angle to the left of 35°36'54" and run in a Southwesterly direction a distance of 309.86 feet to a point, said point being the end of said sanitary sewer easement, and on the centerline of an existing 20 foot wide sanitary sewer easement 10 feet each side of said centerline.

TO HAVE AND TO HOLD unto Grantor and to Grantor's successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 27<sup>th</sup> day of March, 2014.

ATTEST:	GRANTOR:
By:	UNITED STATES STEEL CORPORATION
Title: Assistant Secretary	By:
	Title: Director-Real Estate, Southeast
	USS Real Estate, a division of
	United States Steel Corporation
ATTEST:	JEFFERSON COUNTY, ALABAMA
By:	By:
Minute Clerk	W. D. Carrington, President - Jefferson County Commission

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

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Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 1,100' of aerial cable at 830 McDonald Chapel Road.
2. Global Construction & Engineering to install 2,098' of 6" force main replacement on Eastern Valley Road in McAdory.

Motion was made by Commissioner Bowman seconded by Commissioner Stephens that Utility Permits be approved. Voting "Aye"

Bowman, Stephens, Brown and Knight.

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Thereupon the Commission Meeting was recessed.

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

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President

ATTEST

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Minute Clerk