

STATE OF ALABAMA)

JEFFERSON COUNTY) January 9, 2014

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of December 19, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on January 7, 2014, and approved the following items to be placed on the January 9, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 14, excluding Item 12.
- Commissioner Carrington, Administrative Services Committee - Item 1.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 10 and an additional Staff Development.

Jan-9-2014-1

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

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

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

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

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

Z-2013-026 Tyrone Davis, owner; requests a change of zoning on Parcel ID# 37-35-1-0-11, in Section 35 Twp 19 Range 5 West from INSTITUTIONAL-2 and I-1 (Light Industrial) to A-1 (Agriculture) for compliance for a residence, home daycare, and personal hobby shop. (Case Only: 5735 Fury Lane, Bessemer, AL 35020)(RED MOUNTAIN HEIGHTS)(1 Acre M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2013-026 be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2013-029 Palos, LLC and C&H Mining Company, owners; Robert Roberts, agent; requests a change of zoning on parts of Parcel 1D#s 16-34-0-0-5 & 11, in Section 34 Twp 16 Range 5 West from A-1 (Agriculture) to I-3(S) (Strip Mining), Parcel m# 20-2-0-0-2 in Section 2 Twp 17 Range 5W from I-3 (Industrial) to I-3(S) (Strip Mining), and Parcel 1D#s 20-2 0-0-1 8c 1.2 in Section 2 Twp 17 Range 5W from A-1 (Agriculture) to I-3(S) (Strip Mining) for expansion of an existing strip mining operation. (Case Only: 3285 Porter Road, 3525 Short Creek Road, and 2925 Forrester Road, Adamsville, AL 35005)(PORTER)(92.35 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2013-029 be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2013-024 Jeanne Carden, owner; Cole Williams, agent; request a change of zoning on Parcel ID# 43-11-4-0-4.0, in Section 11 Twp 20 Range 5 West from A-1 (Agriculture) to C-1 {Commercial} for general retail (Dollar General). (Case Only: 5545 Eastern Valley Road, McCalla, AL 35111 I)(MCCALLA)(5.9 Acres M/L)

Rezoning to be contingent upon approval of a preliminary drainage study and a traffic impact study by the Department of Roads and Transportation; also contingent upon the approval of a site plan and architectural renderings by the Planning & Zoning Commission to also include a 6' privacy fence 10' from the north/east property line and a row of 6' Leyland Cypress trees placed 10' on-center between the fence and the property line; and contingent upon the submission of a legal description for only the property to be rezoned in conjunction with the proposed development.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2013-024 be approved pending the above conditions/modifications. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2013-025 Joan Q. and Robert G. Moore, owner; requests a change of zoning on Parcel ID# 28-21-1-2-27 & 28, in Section 21 Twp 18 Range 2 West from R-1 (Single Family) to R-1(S) (Single Family) for resubmission of a previously-approved three-lot single family subdivision. (Case Only: 2809 Green Valley Road, Birmingham, AL 35243)(GREEN VALLEY)(0.75 Acres M/L)

Rezoned the property to R-2 (Single Family) in lieu of the requested R-1(S) (Single Family) and rezoning to be contingent upon approval of construction plans meeting all County specifications, complying with all approved variances, and in compliance with covenants as follows: 1. a single driveway must be provided to serve the entire property at a location that will provide a minimum of 275 feet of corner sight distance for access to Green Valley Road; 2. the homes shall be constructed in substantial conformance to the architectural renderings presented in the public hearing held December 12, 2013; 3. the minimum house size shall be 3,400 square feet, heated and cooled area; 4. the property shall be developed in substantial accordance with the site plan submitted to the Jefferson County Commission, with a corresponding landscape plan to be approved by the Director of Land Planning & Development Services; 5. all exterior lighting in the development shall be limited to the minimum necessary for security and visibility, and shall be directed downward onto the property and not allowed to shine onto any adjoining residential property or public road right-of-way; 6. no decks shall be allowed that overlook any adjoining residential property.

Commissioner Stephens left Commission Chambers prior to vote.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-025 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman and Carrington.

Commissioner Stephens returned to Commission Chambers.

Z-2013-028 Leighton Wilkie Trust, Grant Leighton Wilkie Trust, and Austin Michael Wilkie Trust, owners; Bonnie Hendricks and Teresa Wilkie Trustees; Stephen W. Stallcup, agent; requests a change of zoning on Parcel ID# 13-27-24-1.5, in Section 27 Twp 16 Range 2 West from I-1 (Light Industrial) to I-2 (Heavy Industry) for an asphalt seal coating manufacturing and distribution business. (Case Only: 2780 Pinson Valley Parkway, Birmingham, 35217)(ROBINWOOD)(1.96 Acres M/L)

RESTRICTIVE COVENANT: 1. the property shall be used for an asphalt seal coating manufacturing and distribution business, and any business allowed in the I-1 (Light Industrial) designation; 2. there shall be no development within the 500-year floodplain, unless permit is approved for the ground level to be permanently elevated above the 500-year flood as determined by the current or any subsequently adopted Flood Insurance Rate Map (FIRM).

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-028 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-9-2014-2

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 High Ground Solutions, Inc. to provide maintenance and support for the interactive voice response system (RapidCast) for the period January 1, 2014 - December 31, 2014 in the amount of \$2,495.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
1/09/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER CLEANING SUPPLIES	CORONER/MED EXAM	26.24	1900074644
*DISTRICT 1					26.24	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VIDEO CAMERA, FELT PADS - HIGHWAY KETONA	R&T: HIWAY MAINT-KETONA	224.44	1900074572
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SWIVEL IMPACT SOCKETS - CAMP KETONA	R&T: HIWAY MAINT-KETONA	230.65	1900074505
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CHAIN FOR SAWS, CLEANING SUPPLIES, GREASE GUN	R&T: HIWAY MAINT-BESS	81.30	1900074468
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES	COMMUNITY DEV	60.00	1900074717
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: DIGITAL CAMERA_DRGR (HSNG)	COMMUNITY DEVELOPMENT	99.98	1900074715
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES	COMMUNITY DEVELOPMENT	45.00	1900074719
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES, 2 TRIMMER HEADS FOR WEEDEATERS	R&T: HIWAY MAINT-KETONA	104.61	1900074714
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES	COMMUNITY DEVELOPMENT	60.00	1900074716
*DISTRICT 2					905.98	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASE OF KEYBOARD	INFO TECH: TECH SERVICES	39.99	1900074462
DISTRICT 3	1000249	GFOA	MEMBERSHIP RENEWAL-101625004	FINANCE ADMIN	1,775.00	1900074511
*DISTRICT 3					1,814.99	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/MEDICINES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	126.88	1900074622
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	82.49	1900074623
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE, RUBBER STAMPS, TRAINING, WIRELESS DOORBEL	FC CLERKS OFFICE	339.34	1900074509
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET SUPPORT SVCS	149.08	1900074510
DISTRICT 4	1000587	JEFF CO TREASURER	DISTR 53 SPECIAL HOUSE ELECTION	BD OF REGISTRARS	1,052.55	1900074436
DISTRICT 4	1029489	PATRICIA G HANNAH	SR REIMBURSEMENT - PATRICIA HANNAH	EMA	3,375.00	1900074407
DISTRICT 4	1029906	LARSENIA OVERSTREET	SR REIMBURSEMENT - LARSENIA OVERSTREET	EMA	4,000.00	1900074736
DISTRICT 4	1030083	TERESA S BUNN	SR REIMBURSEMENT - TERESA BUNN	EMA	4,000.00	1900074415
DISTRICT 4	1030439	KALIN A ANASTASIA	SR REIMBURSEMENT - KALIN ANASTASIA	EMA	4,000.00	1900074735
DISTRICT 4	1030585	JENNIFER BAILEY	SR REIMBURSEMENT - JENNIFER BAILEY	EMA	4,000.00	1900074408
DISTRICT 4	1030624	WILLIE C GREEN	SR REIMBURSEMENT - WILLIE GREEN	EMA	4,000.00	1900074409
DISTRICT 4	1030631	RICHARD B JAYNES	SR REIMBURSEMENT - RICHARD JAYNES	EMA	4,000.00	1900074413
DISTRICT 4	1030700	JAMES C WAITS	SR REIMBURSEMENT - JAMES WAITS	EMA	4,000.00	1900074410
DISTRICT 4	1030815	BOBBYE WADE	SR REIMBURSEMENT - BOBBYE WADE	EMA	4,000.00	1900074411
DISTRICT 4	1031763	RICHARD MEYER	INSTALLING OF A DOOR ON EMA WAREHOUSE	EMA	5,719.00	1900074400
*DISTRICT 4					42,844.34	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE, COPPER PIPE FOR AC	ES: TURKEY CREEK WWTP	138.48	1900074113
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ENGINEER & LAND SURVEYOR LICENSE-DANIEL WHITE	ES: SANITATION ADMIN	45.00	1900074673
DISTRICT 5	1000193	JEFFERSON CO TREASURER	U-JOINT;2" DRILL BIT;	ES: FIVE MILE MAINT SHOP	508.52	1900074481
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GPS SYSTEM FOR SEWER INSPECTORS	ES: SANITATION ADMIN	449.95	1900074414
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NEOPRENE CORK GASKETS,NAILS,BATTERY FOR MISSION UN	ES: PACK WWTP & PUMP STA	469.76	1900074504
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CORBIN LOCKS FOR CO. PROPERTY, POSTAGE STAMPS	ES: ADMIN LINE MAINT	309.90	1900074319
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, COMPUTER BATTERY, POLYSPORIN	ES: SHADES LINE MAINT	34.81	1900074320
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GPS SYSTEM FOR SEWER INSPECTORS	ES: SANITATION ADMIN	449.95	1900074463
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UPS BATTERY BACKUP	ES: TRUSSVILLE WWTP	74.99	1900074528
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DEWALT TOOLS;SAFETY SHOES;	ES: VILLAGE ELEC SHOP	442.91	1900074401
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DEWALT TOOLS;PROXIMITY SENSOR;	ES: VILLAGE ELEC SHOP	447.06	1900074403
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RAT POISON,TARP & STRAPS,LUMBER & NAILS,TIRE REPAI	ES: VILLAGE LINE MAINT	142.96	1900074318
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BLOWER, DRAIN BLADDER, SAFETY GLASSES	ES: VILLAGE CREEK WWTP	492.38	1900074406
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER AND SPEAKERS FOR LAB COMPUTER	ES: LEEDS WWTP	50.88	1900074412
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOCKET SET;THREAD TAPE;	ES: VILLAGE ELEC SHOP	239.93	1900074402
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GPS SYSTEM FOR SEWER INSPECTORS	ES: SANITATION ADMIN	89.99	1900074464
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C REPAIR PARTS	ES: CAHABA RIVER WWTP	86.80	1900074506
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DE-ICER, BATTERIES, PICTURE FRAME, GERM-X FOR PLNT	ES: CAHABA RIVER WWTP	29.67	1900074507
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EXPANSION JOINT REPAIR PARTS AND WORK GLOVES	ES: CAHABA RIVER WWTP	33.43	1900074508
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PACKING GLAND BOLTS	ES: CAHABA RIVER WWTP	17.48	1900074728
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS TO REPAIR SEAL WATER LEAK	ES: CAHABA RIVER WWTP	27.82	1900074727
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSEMENT - PETE BLANK	PER BD: TRAINING	85.86	1900074712
DISTRICT 5	1001739	STANDARD & POOR'S	NEW 2013 GO WARRANTS	ES: SANITATION ADMIN	370.00	1900074470
DISTRICT 5	1005165	BRADFORD HARTUNG	ASSESSOR REIMBURSEMENT-B.HARTUNG	PER BD: TESTING	257.15	1900074484
DISTRICT 5	1018898	JOHN CONLEY	ASSESSOR REIMBURSEMENT - J. CONLEY	PER BD: TESTING	312.44	1900074474
DISTRICT 5	1019425	RICHARD EDWARDS	ASSESSOR REIMBURSEMENT - RICHARD EDWARDS	PER BD: TESTING	517.45	1900074625
DISTRICT 5	1019442	ALEX THOMPSON	ASSESSOR REIMBURSEMENT - ALEX THOMPSON	PER BD: TESTING	125.00	1900074628
DISTRICT 5	1019546	KIRK GILES	ASSESSOR REIMBURSEMENT - KIRK GILES	PER BD: TESTING	125.00	1900074476
DISTRICT 5	1024612	JOSEPH BAIL JR	ASSESSOR REIMBURSEMENT - J. BALL	PER BD: TESTING	125.00	1900074473
DISTRICT 5	1024628	DON JOHNSON	ASSESSOR REIMBURSEMENT - DON JOHNSON	PER BD: TESTING	125.00	1900074477
DISTRICT 5	1024631	KARL OAKMAN	ASSESSOR REIMBURSEMENT - KARL OAKMAN	PER BD: TESTING	158.21	1900074630
DISTRICT 5	1024635	GREGORY SANDERS	ASSESSOR-GREGORYSANDERS-2013POLICESHERIFFCAPT	PER BD: TESTING	316.97	1900074204
DISTRICT 5	1027294	JOHN DIXON	ASSESSOR REIMBURSEMENT - J. DIXON	PER BD: ADMIN	125.00	1900074475
DISTRICT 5	1027446	DELMA ALLEN	ASSESSOR REIMBURSEMENT - DELMA ALLEN	PER BD: TESTING	205.96	1900074480
DISTRICT 5	1027454	JAMES RYALL	ASSESSOR REIMBURSEMENT - JAMES RYALL	PER BD: TESTING	125.00	1900074479
DISTRICT 5	1027791	JUDY MANNING	ASSESSOR REIMBURSEMENT - JUDY MANNING	PER BD: TESTING	125.00	1900074626
DISTRICT 5	1029242	TIM BURKETT	ASSESSOR REIMBURSEMENT - TIM BURKETT	PER BD: TESTING	175.00	1900074482
DISTRICT 5	1029262	JOSEPH SAMPSON	ASSESSOR REIMBURSEMENT - JOSEPH SAMPSON	PER BD: TESTING	255.25	1900074485
DISTRICT 5	1029411	KEVIN COPPIN	ASSESSOR REIMBURSEMENT - KEVIN COPPIN	PER BD: TESTING	175.00	1900074632
DISTRICT 5	1029413	REGINALD GRIGSBY	ASSESSOR REIMBURSEMENT - REGINALD GRIGSBY	PER BD: TESTING	125.00	1900074631
DISTRICT 5	1030880	HOLLY PEREZ	ASSESSOR REIMBURSEMENT - HOLLY PEREZ	PER BD: TESTING	175.00	1900074629
DISTRICT 5	1030901	RODERIC CUNNINGHAM	ASSESSOR REIMBURSEMENT-RODERIC CUNNINGHAM	PER BD: TESTING	317.78	1900074483
DISTRICT 5	1030904	TAMMIE REEDER	ASSESSOR REIMBURSEMENT - TAMMIE REEDER	PER BD: TESTING	245.00	1900074627
DISTRICT 5	1031041	KENNETH PRATT	ASSESSOR REIMBURSEMENT - KENNETH PRATT	PER BD: TESTING	175.00	1900074478
DISTRICT 5	1031769	DIANNE BERNHARD	ASSESSOR REIMBURSEMENT - DIANNE BERNHARD	PER BD: TESTING	270.68	1900074486
DISTRICT 5	1031770	DAVID BOYD	ASSESSOR REIMBURSEMENT - DAVID BOYD	PER BD: TESTING	555.11	1900074487
DISTRICT 5	1031771	SCOTT CARRIERE	ASSESSOR REIMBURSEMENT - SCOTT CARRIERE	PER BD: TESTING	192.01	1900074488
DISTRICT 5	1031772	JIMPS COLE	ASSESSOR REIMBURSEMENT - JIMPS COLE	PER BD: TESTING	125.00	1900074489
DISTRICT 5	1031773	LISA GOELZ	ASSESSOR REIMBURSEMENT - LISA GOELZ	PER BD: TESTING	191.20	1900074490
DISTRICT 5	1031774	BRENDA GOODEN	ASSESSOR REIMBURSEMENT - BRENDA GOODEN	PER BD: TESTING	212.48	1900074491
DISTRICT 5	1031775	JOSEPH GOODEN	ASSESSOR REIMBURSEMENT - JOSEPH GOODEN	PER BD: TESTING	166.00	1900074492
DISTRICT 5	1031776	CYNTHIA HARRIS	ASSESSOR REIMBURSEMENT - CYNTHIA HARRIS	PER BD: TESTING	125.00	1900074493
DISTRICT 5	1031777	TOM HOOVER	ASSESSOR REIMBURSEMENT - TOM HOOVER	PER BD: TESTING	185.00	1900074494
DISTRICT 5	1031778	DEE MCLENDON	ASSESSOR REIMBURSEMENT - DEE MCLENDON	PER BD: TESTING	335.60	1900074495
DISTRICT 5	1031779	ROBERT NADER	ASSESSOR REIMBURSEMENT - ROBERT NADER	PER BD: TESTING	175.00	1900074496
DISTRICT 5	1031779	ROBERT NADER	ASSESSOR REIMBURSEMENT - ROBERT NADER	PER BD: TESTING	175.00	1900074705
DISTRICT 5	1031780	DUANE ODOM	ASSESSOR REIMBURSEMENT - DUANE ODOM	PER BD: TESTING	325.88	1900074497
DISTRICT 5	1031781	DOROTHY POPE	ASSESSOR REIMBURSEMENT - DOROTHY POPE	PER BD: TESTING	205.00	1900074498
DISTRICT 5	1031782	JASON ROEBUCK	ASSESSOR REIMBURSEMENT - JASON ROEBUCK	PER BD: TESTING	361.80	1900074499
DISTRICT 5	1031783	AUDREY SMITH	ASSESSOR REIMBURSEMENT - AUDREY SMITH	PER BD: TESTING	352.72	1900074500

DISTRICT 5	1031784	JOHN D. THOMAS	ASSESSOR REIMBURSEMENT - JOHN D. THOMAS	PER BD: TESTING	125.00	1900074501
DISTRICT 5	1031785	GWENDOLYN WATERS	ASSESSOR REIMBURSEMENT - GWENDOLYN WATERS	PER BD: TESTING	213.00	1900074502
DISTRICT 5	1031786	RICHARD DWYER	ASSESSOR REIMBURSEMENT - RICHARD DWYER	PER BD: TESTING	233.32	1900074703
DISTRICT 5	1031790	DAVID ACRES	ASSESSOR REIMBURSEMENT - DAVID ACRES	PER BD: TESTING	155.78	1900074691
DISTRICT 5	1031791	JACQUELINE BROADUS	ASSESSOR REIMBURSEMENT - JACQUELINE BROADUS	PER BD: TESTING	125.00	1900074692
DISTRICT 5	1031792	TIMOTHY CLOTHIER	ASSESSOR REIMBURSEMENT - TIMOTHY CLOTHIER	PER BD: TESTING	386.63	1900074693
DISTRICT 5	1031793	CARLTON COOK	ASSESSOR REIMBURSEMENT - CARLTON COOK	PER BD: TESTING	212.48	1900074694
DISTRICT 5	1031794	KRISTY CROSS	ASSESSOR REIMBURSEMENT - KRISTY CROSS	PER BD: TESTING	175.00	1900074695
DISTRICT 5	1031795	WAYLAND CUBIT	ASSESSOR REIMBURSEMENT - WAYLAND CUBIT	PER BD: TESTING	190.50	1900074696
DISTRICT 5	1031796	DAN DAVIS	ASSESSOR REIMBURSEMENT - DAN DAVIS	PER BD: TESTING	175.00	1900074697
DISTRICT 5	1031797	DALE DEN OUDEN	ASSESSOR REIMBURSEMENT - DALE DEN OUDEN	PER BD: TESTING	205.78	1900074698
DISTRICT 5	1031798	SONYA GILLESPIE	ASSESSOR REIMBURSEMENT - SONYA GILLESPIE	PER BD: TESTING	175.00	1900074699
DISTRICT 5	1031799	ANTHONY HAUGH	ASSESSOR REIMBURSEMENT - ANTHONY HAUGH	PER BD: TESTING	159.02	1900074700
DISTRICT 5	1031800	DARRELL LOWE	ASSESSOR REIMBURSEMENT - DARRELL LOWE	PER BD: TESTING	279.83	1900074701
DISTRICT 5	1031801	DANIEL MACDONALD	ASSESSOR REIMBURSEMENT - DANIEL MACDONALD	PER BD: TESTING	144.44	1900074702
DISTRICT 5	1031802	SHAWN MAXIE	ASSESSOR REIMBURSEMENT - SHAWN MAXIE	PER BD: TESTING	389.87	1900074713
DISTRICT 5	1031803	DARRYL MCMILLAN	ASSESSOR REIMBURSEMENT - DARRYL MCMILLAN	PER BD: TESTING	125.00	1900074704
DISTRICT 5	1031804	RICHARD SHEAR	ASSESSOR REIMBURSEMENT - RICHARD SHEAR	PER BD: TESTING	308.96	1900074706
DISTRICT 5	1031805	WENDELL SHIRLEY	ASSESSOR REIMBURSEMENT - WENDELL SHIRLEY	PER BD: TESTING	222.00	1900074707
DISTRICT 5	1031806	MORGEN TIETJENS	ASSESSOR REIMBURSEMENT - MORGEN TIETJENS	PER BD: TESTING	175.00	1900074708
DISTRICT 5	1031807	LOUIS TOMEO	ASSESSOR REIMBURSEMENT - LOUIS TOMEO	PER BD: TESTING	593.18	1900074709
DISTRICT 5	1031808	KIM WILLIAMS	ASSESSOR REIMBURSEMENT - KIM WILLIAMS	PER BD: TESTING	250.31	1900074710
DISTRICT 5	1031809	CLEVEN WYATT	ASSESSOR REIMBURSEMENT - CLEVEN WYATT	PER BD: TESTING	175.00	1900074711
*DISTRICT 5					18,473.32	
**					64,064.87	

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

Jan-9-2014-3

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement and addendums between Jefferson County, Alabama and Nitorco Inc. to perform data conversion, software implementation, training and ongoing maintenance for motor vehicle registration system in the amount of \$200,000 (\$104,00 implementation/\$96,000 maintenance 1st year)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this day of December __, 2013, by and between Jefferson County Alabama hereinafter called "the County", and Nitorco, Inc., called "the Contractor", located at 151 North Bay Drive, Villa Rica, Georgia 30180. The effective date of this agreement shall be December __, 2013.

WHEREAS, the County desires to contract for professional technical support services for the benefit of the Jefferson County Department of Revenue motor vehicle registration system; and

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

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

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

SCOPE OF SERVICES: The Contractor agrees to perform the services as stated in the attached addendums to agreement including Technical Services Agreement (ADDENDUM A); Software Consulting Services Agreement (ADDENDUM B); and Software Support Services Agreement (ADDENDUM C).

Within 10 days of this Contract being approved, Contractor agrees to provide to County a detailed listing of all hardware that must be purchased by the County for successful implementation of the software.

TRAINING: Contractor agrees to provide at least 32 hours of training for each employee before going live. Contractor will train between 10 and 15 employees at a time, and will complete the required training within 28-42 days. Contractor will work with the County's project manager to facilitate the dates and times most convenient to the County to train its employees.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services at any time after the effective date of this Contract. The term of this agreement shall commence as of the effective date hereof and shall continue for a period of 3 years unless terminated by one of the parties as permitted herein.

COMPENSATION: The County will make an initial payment of \$20,000 to Contractor within 10 days of the contract being approved by the Jefferson County Commission. Also, the County agrees to pay data conversion and implementation costs including the training based upon an hourly rate of \$85 per hour or a \$1,000 on-premises flat rate per day. Data Conversion and implementation fees are estimated to range between \$64,000 and \$84,000. This is an estimated range based upon anticipated man hours and is not a fixed price. Additionally, the County agrees to pay an \$8,000 monthly maintenance and support fee beginning one month after implementation and acceptance by the County not to exceed \$96,000 annually.

Software Consulting Services: The Contractor agrees to provide data conversion services and software implementation services to include agreed upon training services as described in the Software Consulting Services Agreement attached, hereto, as ADDENDUM B. The County agrees to pay a professional services fee of \$85 per hour for services performed off premises and to pay a flat rate of \$1,000 per day

per Nitorco representative to include per diem travel costs in lieu of an hourly rate for work performed on-site in Jefferson County. ~~But~~ efforts will be made to provide data conversion and software implementation including training for completion and acceptance by the County within ninety (90) days from the effective date of this agreement.

Software Support Services: The Contractor agrees to provide maintenance and support for the County as described in the Software Support Services Agreement attached hereto as ADDENDUM C. The County agrees to pay a maintenance fee to Contractor in the amount of \$8,000 per month not to exceed \$96,000 per year. Maintenance payments will begin one month from the date of implementation and acceptance of the software by the County.

General Description of Services ("Covered Services"): At no additional cost to the County, Nitorco shall provide the following technical services regarding the Covered Software: (i) answer questions via telephone and/or email regarding the use and operation of the Covered Software, (ii) recommend and coordinate upgrades for Covered Software, (iii) conduct troubleshooting for suspected software errors or warranty claims, (iv) provide error correction, and (v) make changes to software to comply with state requirements.

PAYMENT TERMS: NET 30

PROJECT MANAGER: The software implementation will be managed by two project managers. The Project Manager for the County will be Travis Hulsey, Director of the Department of Revenue. And the Project Manager for the Contractor will be Derek Anderson. Any requested meetings, software implementation dates, questions and/or concerns regarding the project from either the County or the Contractor will be channeled through the respective Project Managers.

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 is 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.

ASSIGNMENT: No portion of this professional services 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.

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.

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

NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder 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.

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.

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

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.

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

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

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.

CONFLICT OF INTEREST: The contractor 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 contractor for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Contractor 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 Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor 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 Contractor 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 Contractor for which compensation will be claimed during the period of time this contract is being performed.

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.

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. (Addendums A - D are on file in the Minute Clerks Office)

Jefferson County Commission
W.D. Carrington
President, Jefferson County Commission

Nitorco, Inc.
Lewis Valentine
President, Nitorco, Inc

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

Jan-9-2014-4

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 12/10/13 -12/16/13

1. JEFFERSON COUNTY DEPARTMENTS AND PACA FROM TOWNE PLACE SUITES, BIRMINGHAM, AL TO AWARD CONTRACT TO PROVIDE HOTEL ACCOMMODATIONS EXTENDED STAY FACILITY SERVICES ON AN AS NEEDED BASIS PER DEPARTMENT REQUEST FOR THE PERIOD OF 1/08/14 - 01/07/17. REFERENCE RFP # 6-14
2. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM PRECISION CHEMICAL GROUT LLC, DEMOPOLIS, AL, TO PURCHASE MOBILIZATION / DEMOBILIZATION RENTAL EQUIPMENT FOR PIPE GALLERY CRACK INJECTION. SAP PURCHASE ORDER # 2000075070 \$8,350.00 TOTAL
2. COMMUNITY AND ECONOMIC DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR PATRICIA LOONEY. SAP PURCHASE ORDER # 2000075472 CHANGE ORDER \$ 450.00
COMMUNITY DEVELOPMENT BID # 9-13-1 PURCHASE ORDER \$12,990.00 TOTAL
3. COMMUNITY AND ECONOMIC DEVELOPMENT FROM JONES VALLEY INDUSTRIAL CONSTRUCTION LLC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR RANDY MASON. SAP PURCHASE ORDER # 2000075476 CHANGE ORDER \$ 2,450.00
COMMUNITY DEVELOPMENT BID # 9-13-1 PURCHASE ORDER \$13,250.00 TOTAL
4. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR ELIZABETH KEMP. SAP PURCHASE ORDER # 2000075639 CHANGE ORDER \$ 5,719.00
COMMUNITY DEVELOPMENT BID # 9-13-1 PURCHASE ORDER \$13,250.00 TOTAL
5. COOPER GREEN MERCY HEALTH SERVICES FROM MCCAIN ENGINEERING, PELHAM, AL, CHANGE ORDER TO ADD FUNDS FOR ADDITIONAL WORK ON REPAIRING CRACKS IN BOILER UNFORESEEN UNTIL VENDOR BROKE BOILER DOWN. SAP PURCHASE ORDER # 2000076512 CHANGE ORDER \$ 4,578.00
COMMUNITY DEVELOPMENT BID # 9-13-1 PURCHASE ORDER \$16,484.00 TOTAL

For Week of 12/17/13 -12/23/13

1. COOPER GREEN MERCY HEALTH SERVICES (HOSPITAL ADMINISTRATION) FROM QUALITY PLUS, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOME OXYGEN ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000070895 CHANGE ORDER \$ 63,000.00
REFERENCE BID # 4-13 PURCHASE ORDER \$113,000.00 TOTAL

For Week of 12/24/13 -12/30/13

1. JEFFERSON COUNTY DEPARTMENTS FROM MAGIC CITY SPORTSWEAR, BIRMINGHAM, AL, CONTACT RENEWAL FOR T-SHIRTS WITH COUNTY LOGO ON AS NEEDED BASIS FOR THE PERIOD OF 1/01/14- 12/31/14. (1ST RENEWAL) REFERENCE BID # 9-12
2. GENERAL SERVICES: ADMINISTRATION FROM KONE INCORPORATED, MOLINE, IL, FOR ELEVATOR SERVICE AND MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 1/04/14 - 12/31/16. SAP PURCHASE ORDER # 2000076814 \$173,668.00 TOTAL REFERENCE BID # 170-13
3. SHERIFF DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM OFFICE DEPOT BUSINESS SERVICES DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR FYI 4 FOR PRINT MATERIAL ON AS NEEDED BASIS FOR THE PERIOD OF MAY 1, 2013 THROUGH APRIL 30, 2016
SAP PURCHASE ORDER # 2000074375 CHANGE ORDER \$20,000.00 REFERENCE BID # 68-13
PURCHASE ORDER \$21,000.00 TOTAL

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

Jan-9-2014-5

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Exceptions Report for the week of 12/10/13 - 12/16/13, 12/17/13 - 12/23/13, and 12/34/13 - 12/30/13, be and hereby is approved.

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

Jan-9-2014-6

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 12/10/13 - 12/16/13, 12/17/13 - 12/23/13, and 12/34/13 - 12/30/13, be and hereby is approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Tax Assessor - Birmingham

(State funds)

Cynthia Clay

\$625.13

Tina Bowen

\$707.31

Tax Sales & Redemption

Montgomery, AL – January 21-24, 2014

Revenue

10 participant

\$1,250.00

Alabama Licensing Officials Conference

Prattville, AL – January 15-16, 2014

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

BUDGET TRANSACTIONS

1. General Services \$5,950

Add purchasing memorandum to purchase a 12.5 ton gas/electric air-conditioning unit.

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

2. Office of Senior Citizen Services \$14,000

Increase budget for transportation contract with ClasTran for FY2013-2014

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

Jan-9-2014-7

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Software House International (SHI) of renewal of Microsoft Exchange 365 software licenses for the period October 24, 2013 - October 23, 2014 in the amount of \$129,162.55.

CONTRACT NO.: 00004221

Contract Amendment No. 1

This Amendment to Contract entered into the 24th day of October 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and SHI International Corporation, hereinafter referred to as the "Contractor" to provide Microsoft Exchange Email Hosting Office 365.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00004221. The original contract between the parties referenced above, was approved by the Commission on August 28, 2012; recorded in MB 163, Page (s) 469-471.

Item 3. Terms of Agreement and Authorization to Perform Work Contract Period 10/24/13 to 10/23/14

Item 4. Compensation - The Contractor shall be compensated in the amount of \$129,162.55.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

SHI International Corporation

_____, Authorized Representative

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

Jan-9-2014-8

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Environmental Systems Research Institute (ERSI) to provide GIS mapping software maintenance for the period December 16, 2013 - December 15, 2014 in the amount of \$116,700.

CONTRACT NO. 00004589

Esri Agreement No. 2013M8549 (Previous No. 2010M183)

Contract Amendment No. 1

This Amendment to Contract entered into the 19th ay of November 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and ESRI, Inc., hereinafter referred to as the "Contractor" to provide GIS Mapping Software maintenance.

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 March 28, 2013; minute book 164, pages(s) 520-522 is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: Contract term December 16, 2013 through December 15, 2014.

7. COMPENSATION: Contractor shall be compensated in the amount of \$116,700.00, ESRI quote # 25591858, attached and incorporated herein by reference. (on file in the Minute Clerk's Office)

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

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

All other terms and conditions of the original contract remains the same, as well as the terms and conditions incorporated in Esri's Quotation, referenced above.

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

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
Chris Johnson
Manager, Domestic Contracts

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

Jan-9-2014-9

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 The Board of Trustees of The University of Alabama for the University of Alabama at Birmingham (UAB), School of Nursing to provide clinic education for undergraduate and graduate nursing students at no cost.

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

Jan-9-2014-10

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Immucor, Inc. to provide blood bank reagent products for a period of two years in the amount of \$8,344 (per contract cover sheet).

Agreement No: 8711

REAGENT PURCHASE AGREEMENT

Customer: Cooper Green Hospital #109500 ("Customer")
Address 1515 6th Ave. S
Address
City, State, Zip Birmingham, AL 35233

This Reagent Purchase Agreement (this "Agreement") is made and entered into by and between Immucor, Inc. ("Immucor") and Customer as of January 31, 2014 ("Effective Date"). Immucor is a manufacturer of Capture@ and other reagent products (the "Products"). Customer desires to purchase Products from Immucor in accordance with this Agreement. Customer understands that incorporated by reference into this Agreement are the Immucor Business Terms available at the website provided below' and any addenda attached hereto and noted immediately following the signature block. The parties hereby agree as follows:

1. Sale and Purchase. Immucor agrees to sell and Customer agrees to purchase the Products pursuant to the terms and conditions of this Agreement.
2. Term of Agreement. The term of this Agreement commences on the Effective Date and continues for a period of two (2) years (the "Term"), at which time it will expire unless otherwise agreed to by the parties.
3. Purchase Commitment.
 - a. During each year of the Term, Customer will purchase the total dollar amount of Products specified on the Reagent Pricing Addendum attached hereto as the Purchase Commitment (the "Purchase Commitment").
 - b. If, during any year of the Term, Customer fails to purchase the Purchase Commitment, Immucor may, at its option: (i) invoice Customer for the difference (the "Commitment Shortfall") between the total dollar amount of Products purchased by Customer during such year and the amount of the Purchase Commitment; (ii) increase the prices shown on the Reagent Pricing Addendum in order to recoup the Commitment Shortfall; or (iii) exercise its remedies under the Default section below.

c. Customer agrees to establish standing orders for applicable Products within sixty (60) days after the Effective Date. Shipment of Customer standing orders will commence at the earliest Customer requested date that Immucor can accommodate or as soon as practicable, unless the parties mutually agree in writing to postpone such shipments.

4. Pricing. During the Term, Customer may purchase the Products for the prices specified in the Reagent Pricing Addendum attached hereto (on file in the Minute Clerks Office). Unless otherwise specified in writing, all prices specified on the Reagent Pricing Addendum are exclusive of shipping costs, insurance costs, all taxes, fees, assessments, and charges which are levied, assessed or imposed by federal, state, or local authorities or which are imposed on or measured by the price of the Products or the proceeds of sale hereunder.

5. Payment. Payment for invoices will be due net thirty (30) days from the date of invoice. Payment will be made in U.S. Dollars to Immucor's remittance address set forth in the invoice or to such other place as Immucor may designate in writing.

6. Default.

a. An event of default will have occurred if Customer: (i) fails to pay any amount due Immucor hereunder within sixty (60) days of its due date; (ii) fails to perform any other obligation under this Agreement within thirty (30) days after written notice from Immucor; or (iii) ceases doing business as a going concern, becomes insolvent or dissolved, assigns assets for the benefit of creditors or enters into any bankruptcy or reorganization proceeding.

b. Upon any event of default, Immucor may but will not be required to: (i) terminate its obligations under this Agreement; (ii) immediately collect from Customer all amounts due Immucor up to the date of default; (iii) collect from Customer any and all costs and expenses reasonably incurred by Immucor in exercising its rights under this section, including but not limited to reasonable attorney's fees and legal expenses; and (iv) avail itself of any other remedy or remedies provided under law or in equity.

7. Immigration Law Compliance. Alabama Code § 31-13-9. By signing this Agreement, the contracting parties affirm, for the Term 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.

The parties have duly agreed to all terms and conditions of this Agreement and do hereby evidence such agreement by their signatures below.

Customer:

W. D. Carrington, President
Jefferson County Commission

Immucor. Inc.:

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

Jan-9-2014-11

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Innovation Associates, Inc. to provide maintenance for the Pharm Assist Robotic - pharmacy automation and workflow software for FY2013-2014 in the amount of \$14,148.

CONTRACT NO: CON-00005680

THIS AGREEMENT entered into this October 1st, by and between Jefferson County Alabama d/b/a Cooper Green Mercy Health Services, hereinafter called "the County", and Innovation Associates, Inc., called "the Contractor", located at 530 Columbia Drive, Johnson City, NY 13790. The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for annual maintenance and technical support for PharmAssist Robotic services for the Jefferson County Commissions, hereinafter called "the County"; and

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

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

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

2. SCOPE OF SERVICES: Contractor to provide PharmAssist Robotic maintenance and support. The contract describes the scope of service called for. This contract 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, 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 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 maintenance and support a sum of \$14,148.00.
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, Commission President
INNOVATION ASSOCIATES, INC.

_____, Authorized Representative

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

Jan-9-2014-12

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the resignation of Wink Chapman, Center Point Fire District Board Member is acknowledged; and

WHEREAS, Rick Sloan has agreed to serve the unexpired term on the Center Point Fire District Board of Trustees; and
WHEREAS, the unexpired term will terminate November, 2014.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Rick Sloan to the Center Point Fire District Board of Trustees be and hereby is approved.

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

Jan-9-2014-13

WHEREAS, Section 905 of the Zoning Resolution of Jefferson County, Alabama, sets forth regulations for the extraction of minerals,

coal, ore, etc., by the surface stripping method; and

WHEREAS, Item 905.02.a.2 of said Section grants authority to the Jefferson County Commission to reduce, in whole or in part, the required 100-foot setback for such extraction from any public right-of-way; and

WHEREAS, W B Mining, LLC has submitted a request to be allowed to conduct extraction activities in an I-3(S) Strip Mining District within the 100-foot setback along Short Creek Road in western Jefferson County at Fishtrap Mine No. 2 (ASMC Ref. #P-3930 R-3); and

WHEREAS, W B Mining, LLC, has met with the Acting Director of the Jefferson County Roads & Transportation Department, and has submitted a letter stating certain conditions the Company will abide by over the course of its activities within the 100-foot setback area; and

WHEREAS, the Directors of Roads & Transportation and Land Planning & Development Services have determined the stated conditions will provide adequate protection for the traveling public on Short Creek Road as well as protect the interests of the County and its public investment in the Short Creek Road right-of-way.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission does hereby grant unto W B Mining, LLC, the right to extract minerals, and/or disturb land in conjunction with such extraction as outlined within the 100 foot setback of Short Creek Road. The specific area affected by this allowance is described as follows: in the NW 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4 ; the SW 1/4 of SW 1/4, the SE 1/4 of SW 1/4 and the NW 1/4 of the SE 1/4 of Section 34 of Township 16 South, Range 5 West, Jefferson County, Alabama.

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

Jan-9-2014-14

WHEREAS, Section 905 of the Zoning Resolution of Jefferson County, Alabama, sets forth regulations for the extraction of minerals, coal, ore, etc., by the surface stripping method; and

WHEREAS, Item 905.02.a.2 of said Section grants authority to the Jefferson County Commission to reduce, in whole or in part, the required 100-foot setback for such extraction from any public right-of-way; and

WHEREAS, C & H Mining Company has submitted a request to be allowed to conduct extraction activities in an I-3(S) Strip Mining District within the 100-foot setback along Elbo Porter Road in western Jefferson County at Lindbergh Mine No. 2 (ASMC Ref. #P-3765 R-20); and

WHEREAS, C & H Mining Company, has met with the Acting Director of the Jefferson County Roads & Transportation Department, and has submitted a letter stating certain conditions the Company will abide by over the course of its activities within the 100-foot setback area; and

WHEREAS, the Directors of Roads & Transportation and Land Planning & Development Services have determined the stated conditions will provide adequate protection for the traveling public on Elbo Porter Road as well as protect the interests of the County and its public investment in the Elbo Porter Road right-of-way.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission does hereby grant unto C & H Mining Company, the right to extract minerals, and/or disturb land in conjunction with such extraction as outlined within the 100 foot setback and up to 10 feet from the edge of pavement. The specific area affected by this allowance is described as follows: in the NW 1/4 of the SE 1/4, the SW 1/4 of SE 1/4, and the SE 1/4 of SE 1/4 of Section 34 of Township 16 South; the SW 1/4 of SW 1/4 of Section 35 of Township 16 South; the NW 1/4 of NW 1/4 of Section 2 of Township 17 South; and the NE 1/4 of the NE 1/4 of Section 3 of Township 17 South, all within Range 5 West, Jefferson County, Alabama.

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

Jan-9-2014-15

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

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

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

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

Jan-9-2014-16

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

WHEREAS, Program Participant #71141 has been approved for rental assistance under the Emergency Solutions Grant Program; and

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

WHEREAS, Jefferson County Commission desires to enter into an agreement with Cliff at Rocky Ridge to make rental payments on behalf of Program Participant #71141 for an amount not to exceed \$3,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Cliff at Rocky Ridge for an amount not to exceed Three Thousand and no/100 Dollars (\$3,000.00). This agreement is from Program Year 2012 state funds.

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

Jan-9-2014-17

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

WHEREAS, Program Participant #121860 has been approved for rental assistance under the Emergency Solutions Grant Program; and

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

WHEREAS, Jefferson County Commission desires to enter into an agreement with Golden Key, LLC to make rental payments on behalf of Program Participant #121860 for an amount not to exceed \$6,000.00;

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

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

Jan-9-2014-18

WHEREAS, Jefferson County has received approval from the U. S. Department of Housing and Urban Development for Disaster Recovery funds; and

WHEREAS, the grant assistance approved is \$5,073,652.00 for disaster recovery activities.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Community Development Block Grant – Disaster Recovery Grant Agreement #B-13-US-01-0001.

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

Jan-9-2014-19

BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign a letter for the continuation of funding and the ensuing grant agreement for a Department of Health and Human Services Agreement with the University of Alabama at Birmingham (UAB) for drug court services. The third year of funding is for \$318,500.00 and is for the period September 30, 2014 through September 29, 2015.

BE IT FURTHER RESOLVED, that the Department of Community & Economic Development is authorized to submit the application electronically.

January 6, 2014

LCDR Helen Zhou
Commissioned Officer, USPHS
Grants Management Specialist
Division of Grants Management, OFR, SAMHSA
1 Coke Cherry Road, Room 7-1082
Rockville, MD 20857

RE:T1024154

Ms.Zhou:

Please accept this letter as an attestation that the detailed budget and narrative justification for the Year 3 budget period will not change more than 25 percent from the current budget period. If additional information or documentation is required, feel free to contact me.

Sincerely,
W. D. Carrington
Commission President

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

Jan-9-2014-20

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Tax Abatement Agreement between Jefferson County, Alabama and JCIM US, LLC to abate all state and local property and sales taxes, excluding those levied for educational purposes. This project is estimated to be completed by December 31, 2015.

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this _____ day of December, 2013 by and between JEFFERSON COUNTY ALABAMA (the Granting Authority), and JCIM US, LLC (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 326100 meets the qualifications of an industrial or research enterprise in accordance with Section 40-913-3(10), Code of Alabama 1975, as amended.

WHEREAS, the Company has announced plans for a major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 31st day of DECEMBER, 2015; and

WHEREAS, the Project will be located in the COUNTY OF JEFFERSON outside the city limits and police jurisdiction of the CITY OF BESSEMER, and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9131 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of:

- All state and local non-educational property taxes
- All construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and determined that the construction of the Project in the State of Alabama and in Jefferson County will promote the development of industry in the State of Alabama and Jefferson County; and

WHEREAS, at its meeting held on the _____ day of December, 2013 (the Meeting), the Granting Authority approved the Company's application for abatement of:

- All state and local non-educational property taxes,
- All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be owned by the entity applying for the abatement,

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all non-educational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority.

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act:

(a) State and local non educational real property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years. (b) State and local non educational personal property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years for each piece of personal property purchased within five (5) years of the beginning of the abatement period, said abatement to start on a property by property basis, on the October 15th following the date and time Company takes possession of each said piece of personal property. (c) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated.

(a) If no bonds are to be issued, non-educational real property taxes are expected to be averaged at \$14,233.00 per year and the maximum period for such abatement shall be valid for a period of ten (10) years, beginning with the October 1 lien date next proceeding the acquisition date of abated property. (b) If no bonds are to be issued, non-educational personal property taxes are expected to be averaged at \$63,965.00 per year. (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$204,625 and such abatement shall not extend beyond the date the Project is placed in service.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$10,065,000.

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0 Year 1- 40 Year 2 - 100 Year 3 - 100 ;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$ 0 Year 1 - \$ 1,400,000 Year 2 - \$ 3,400,000 Year 3 - \$ 3,400,000

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

5. JCIM US, LLC will provide an annual report to the County Manager’s Office and the Tax Assessor’s Office outlining the progress (job creation and annual payroll) accomplished in accordance with the tax abatement agreement.

GENERALLY

6. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (Note: This attachment shall include the application for abatement), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities. (Attachments not given to Minute Clerk’s Office)

7. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party.

This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

8. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of:

- All state and local non-educational property taxes,
- All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

9. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

JCIM US, LLC
(the Company)

JEFFERSON COUNTY, ALABAMA
(the Granting Authority)

BY:

BY:

NAME:

NAME: W. D. Carrington

TITLE:

TITLE: President

DATE:

DATE: 1/9/14

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

Jan-9-2014-21

Contract ID: 00004569

Alabama Department of Senior Services

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

WHEREAS, Jefferson County has received approval from ADSS for a revised Notification of Grant Award for the Senior Rx Partnership for Medication Access Fiscal Year 2013; and

WHEREAS, the grant assistance for Fiscal Year 2012-2013 is \$195,115.00 and this the last request for the 4th Quarter allocation is \$5,841.76 for the Jefferson County Office of Senior Citizens.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Statement of Grant Award for the last request for 4th Quarter funds in the amount of \$5,841.76.

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

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

W. D. Carrington

Commission President

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

Jan-9-2014-22

Contract ID: 00004569

Alabama Department of Senior Services

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

WHEREAS, the Grant Agreement is entered into by and between Jefferson County through the Office of Senior Citizens Services (hereafter referred to as the Grantee) and ADSS for the implementation of the Alabama Elderly Medication Program (Senior Rx); and

WHEREAS, the term of the Grant Agreement is October 1, 2013 through September 30, 2014; and

WHEREAS, the funds for this Grant Agreement period shall not exceed \$205,607.00; and

WHEREAS, these are State dollars with no required local match or in-kind match.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this Grant Agreement for \$205,607.00 to provide services as outlined under the Older Americans Act and the Office of Senior Citizens Services approved Area Plan to the senior population in Jefferson County.

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

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

W. D. Carrington

Commission President

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Office of Senior Citizens Services (hereinafter referred to as the Grantee) and the Alabama Department of Senior Services, (ADSS) for the local implementation of the Alabama Elderly Medication Program operated through the Area Agency on Aging, Aging and Disability Resource Centers. It is understood that funding comes from the State of Alabama, General Fund.

PURPOSE: The Alabama Elderly Medication Program, hereafter called SenioRX shall provide assistance to older and disabled individuals requesting access and assistance to obtain free or discounted prescription drugs and services rendered through the Aging and Disability Resource Centers (ADRC) to allow comprehensive options counseling, benefits screening and application assistance.

TERM OF AGREEMENT: The grant shall begin October 1, 2013 and terminate not later than September 30, 2014 or any time prior if the funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds and performance outcomes. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Alabama statutory and regulatory requirements directly apply to this grant. Grantee agrees to follow the Grantee responsibilities and Assurances as outlined in the attachments.

PAYMENT: Funds for this Grant Agreement period shall not exceed \$205,607.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

REPORTING: The Grantee agrees to comply with all reporting requirements, in form and substance, as required by the Department. Reports will cover the funds and activities of this grant only. The Grantee must report monthly through AIMS no later than the 10th day of

the month following the reporting period. A quarterly narrative should be submitted containing information requested by the State Coordinator. This narrative will include activities coordinated with the ADRC. The Grantee shall submit a Financial Status Report to the ADSS Fiscal Division Monthly. The report shall be submitted no later than the 21st day of the month following the reporting period. The Grantee shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted to ADSS.

MONITORING: ADSS Program Staff will monitor Grantee's activities and reports as required. ADSS, whenever it determines that the Grantee has materially failed to comply with the Standard Terms and Conditions of this grant, will promptly notify the Grantee in writing of the determination. An agreed upon corrective action plan shall then be followed until satisfactory compliance is achieved and notice of this compliance is provided to the Grantee by ADSS.

PUBLICATIONS: ADSS will be provided with a copy of all materials, reports documents, etc. produced by the funds awarded for this project. The Grantee should include a brief statement in all publications stating that this project is made possible through a grant from the Alabama Department of Senior Services.

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

AMENDMENTS: No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Federal Government. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION: Upon a material breach by Grantee, ADSS shall immediately have the right to terminate this grant. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

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

ACCESS TO RECORDS: At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the Grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all agency records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or any other data relating to matters covered by the grant.

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

CONFIDENTIALITY: Grantee shall treat all information, and In particular information relating to individuals that is obtained by or through its performance under the agreement, as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. Grantee shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this grant agreement.

ASSURANCES: The Grantee hereby agrees to abide by the attached assurances.

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Todd Russell

(for Legal Compliance/Form)

GRANTEE

W. D. CARRINGTON, PRESIDENT

JEFFERSON COUNTY COMMISSION

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

Jan-9-2014-23

Contract ID: 04004569

Alabama Department of Senior Services

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

WHEREAS, Jefferson County Commission to receive this 1st quarter allocation of the Notification of Grant Award in the amount of \$48,970.00 from ADSS for to be used for the implementation of the Alabama Elderly Medication Program (Senior Rx); and

WHEREAS, the term of the Grant Agreement is October 1, 2013 through September 30, 2014; and

WHEREAS, the Cumulative Grant Award for Senior Rx to date is \$58,697.00; and

WHEREAS, these are State dollars with no required local match or in-kind match.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this Grant Agreement for \$48,970.00 to the implementation of the Alabama Elderly Medication Program (Senior Rx) as outlined under the Older Americans Act and the Office of Senior Citizens Services approved Area Plan to the senior population in Jefferson County.

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

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

W. D. Carrington, Commission President

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

Jan-9-2014-24

Contract ID: 00004550

Alabama Department of Senior Services

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

WHEREAS, the Grant Agreement is entered into by and between Jefferson County through the Office of Senior Citizens Services (hereafter referred to as the Grantee) and ADSS to strengthen the capability SMP (Senior Medicare Patrol Program) by recruiting, screening, training, managing, and supporting an increase in the number of SMP volunteers; and

WHEREAS, the term of the Grant Agreement is September 30, 2013 through September 29, 2014; and

WHEREAS, the funds for this Grant Agreement period shall not exceed \$11, 933.00; and

WHEREAS, these are State dollars with no required local match or in-kind match; and

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this Grant Agreement for \$11, 933.00 to provide services as outlined under the Older Americans Act and the Office of Senior Citizens Services approved Area Plan to the senior population in Jefferson County.

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

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

W. D. Carrington, Commission President

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Office of Senior Citizens Services (hereinafter referred to as the Grantee) and the Alabama Department of Senior Services, (ADSS) for the local implementation of the Senior Medicare Patrol Capacity Building Grant. It is understood that funding comes from the SMP Capacity Building Federal Grant (CFDA 93.048).

PURPOSE: The SMP Grant funding opportunity is intended to strengthen the capability of the SMP program by recruiting, screening, training, managing, and supporting an increased number of SMP volunteers.

TERM OF AGREEMENT: The grant shall begin September 30, 2013 and terminate not later than September 29, 2014 or any time prior if the funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified,

extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 74 or 92 directly apply to this grant.

PAYMENT: Funds for this grant agreement period shall not exceed \$11,933.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

REPORTING: Reporting requirements shall be the same as required in the SMP Basic Grant, however, funding and activities related to the Capacity Building Grant shall be reported separately from the SMP Basic Grant. Report all SMP Capacity Building activities, following program guidance, to ADSS by the 10th of each month following prior month activities. Reporting will be accurate and true. Financial reports shall be required in accordance with ADSS policies and procedures. Financial reports will be submitted by the 21st of the month following the end of the program quarter. ADSS will monitor quarterly expenditure reports. Reports not reflecting expenditure of funds each quarter will be cause for an administrative review. Continued accumulation of unspent funds may result in the reallocation of funding during the grant period.

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

AMENDMENTS: No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Federal Government. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION: Upon a material breach by Grantee, ADSS shall immediately have the right to terminate this grant. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

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

ACCESS TO RECORDS: At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the Grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, Investigate, or extract excerpts from Invoices, materials, documents, papers, records or gather data relating to matters covered by the grant.

CONFIDENTIALITY: Grantee shall treat all information, and In particular information relating to individuals that is obtained by or through its performance under the agreement, as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. Grantee shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this grant agreement.

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

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

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Todd Russell Date

(for Legal Compliance/Form)

GRANTEE

W. D. CARRINGTON, PRESIDENT

JEFFERSON COUNTY COMMISSION

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

Jan-9-2014-25

Contract ID: 00005763

Alabama Department of Senior Services

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

WHEREAS, the Grant Agreement is entered into by and between Jefferson County through the Office of Senior Citizens Services (hereafter referred to as the Grantee) and ADSS for the local implementation of the Medicare Improvements for Patients and Providers as a part of the Alabama's effort to enhance beneficiary outreach through funding to SHIP, AAAs and ADRCs; and

WHEREAS, the term of the Grant Agreement is September 30, 2013 through September 29, 2014; and

WHEREAS, the funds for this Grant Agreement period shall not exceed \$56, 262.00; and

WHEREAS, these are State dollars with no required local match or in-kind match.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this Grant Agreement for \$56, 262.00 to provide services as outlined under the Older Americans Act and the Office of Senior Citizens Services approved Area Plan to the senior population in Jefferson County.

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

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

W. D. Carrington

Commission President

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Office of Senior Citizens Services (hereinafter referred to as the grantee) and the Alabama Department of Senior Services for the local implementation of the Medicare Improvements for Patients and Providers (MIPAA) grant. It is understood that funding comes from the MIPAA federal grant (CFDA # 93.071).

PURPOSE: The grantee will be part of Alabama's effort to enhance beneficiary outreach through funding to SHIP, AAAs, and ADRCs.

TERM OF AGREEMENT: The grant shall begin September 30, 2013 and terminate not later than September 29, 2014 or anytime prior if funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 74 or 92 directly apply to this grant.

PAYMENT: Funds for this Grant Agreement period shall not exceed an overall amount of \$56,262. Of this overall amount no more than \$22,879 shall be expended on Priority Area 1 SHIP, no more than \$22,180 shall be expended on Priority Area 2 AAA, and no more than \$11,203 shall be expended on Priority Area 3 ADRC. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

REPORTING: The grantee shall comply with all program reporting requirements. The grantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports. Separate financial reports shall be required in accordance with ADSS policies and procedures for each of the three Priority Areas. Financial reports will be submitted by the 21st of the month following the end of the program quarter. Reporting will be accurate and true. Reports will cover the funds and activities of this Grant Agreement only.

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

AMENDMENTS: No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Centers for Medicare and Medicaid Services. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION: Upon a material breach by Grantee, ADSS shall immediately have the right to terminate this grant. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

NOT TO CONSTITUTE A DEBT OF THE STATE: Under no circumstances shall any commitments by ADSS constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, whether now in effect or

which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against ADSS with the Board of Adjustment for the State of Alabama.

ACCESS TO RECORDS: At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by the grant.

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

ASSURANCES: The Grantee hereby agrees to abide by the attached assurances.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

GRANTEE

W. D. CARRINGTON, PRESIDENT

:JEFFERSON COUNTY COMMISSION

Todd Russell

(for Legal Compliance/Form)

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

Jan-9-2014-26

Contract ID: 00004586

Alabama Department of Senior Services

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

WHEREAS, the Grant Agreement is entered into by and between Jefferson County through the Office of Senior Citizens Services (hereafter referred to as the Grantee) and ADSS for the expansion of the Long Term Care Ombudsman CMP (Civil Medicaid Penalty) Medicaid Program; and

WHEREAS, the term of the Grant Agreement is October 1, 2013 through September 30, 2014; and

WHEREAS, the funds for this Grant Agreement period shall not exceed \$99,995.00; and

WHEREAS, these are State dollars with no required local match or in-kind match.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this Grant Agreement for \$99,995.00 to provide services as outlined under the Older Americans Act and the Office of Senior Citizens Services approved Area Plan to the senior population in Jefferson County.

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

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

W. D. Carrington

Commission President

Grant Agreement Between

Alabama Department of Senior Services State Ombudsman's Office

&

Area Agency on Aging

This Grant Agreement is entered into by and between the Alabama Department of Senior Services, hereinafter referred to as "ADSS" and the Office of Senior Citizens Services, hereinafter referred to as "Grantee" for the Long Term Care Ombudsman CMP Medicaid Program.

PURPOSE: To utilize Medicaid Civil Penalty (CMP) funds for expansion of the Ombudsman Program following all Centers for Medicaid/Medicare Services (CMS) and Alabama Medicaid Agency (AMA) guidance for use of these funds. CMS guidelines for CMP require that activities benefit residents in nursing homes. These activities include: information and assistance, planning and training, planning and

ombudsman involvement as it relates to closure and relocation of residents, resident and family councils, other consumer involvement activities, assuring quality care, facility improvement initiatives, training to benefit the quality of life and care of nursing home residents, technical assistance to facilities implementing quality assurance programs and Special Focus Facilities.

GRANTEE RESPONSIBILITIES: The grantee will employ the equivalent of one (1) full-time employee to serve as lead local ombudsman and will provide backup ombudsman at all normal working hours to provide coverage during absence of lead ombudsman. All employees acting in capacity of ombudsmen must complete training and be certified by the State Long Term Care Ombudsman. These employees and their supervisors must be free of any conflicts of interest.

The grantee will provide information and assistance to individuals by the Ombudsman staff and other agency staff trained to provide information on Long Term Care and Medicaid Eligibility. The grantee will require a log of all Information and Assistance (I & A) calls. The grantee will respond to a request for I & A during the same day whenever possible, and in all cases, within two (2) working days. Adequate staff and telephone coverage must be available to assure prompt responses and confidential access to an ombudsman. An ombudsman must be available for individuals seeking assistance.

The grantee will require Ombudsman staff to provide a minimum of one (1) community outreach education activity per month on topics such as Medicaid eligibility, abuse, neglect, financial exploitation, residents' rights, volunteer recruitment for nursing home friendly visitors, and other topics to improve the quality of life for nursing home residents. Outreach can be providing information to community groups, media interviews, exhibits, etc.

The CMP Ombudsman will be a partner in the CMS initiative to Reduce Avoidable Hospital Admissions among Nursing Home Residents, an Alabama partnership to advance excellence and enhance care coordination in nursing homes. The goal of this partnership is to reduce avoidable hospitalizations. The key requirements of the Long-Term Care Ombudsman Program will be to partner with eligible nursing facilities, in addition to its required Title III Ombudsman services, to provide and document through the CMP on-site training to staff and caregivers on such issues as benefits counseling, resident and family rights, abuse, neglect and exploitation, and community services and support for individuals exploring possible return to the community. The LTCO will be considered a key partner in advocating for resident and family empowerment. The LTCO will act as liaison with other AAA/ADRC staff to assist with project functions within the normal scope of the ADRC and the CDSMP programs.

The grantee will provide a minimum of three (3) nursing home in-services per quarter by the Ombudsman staff in Fiscal Year 2014.

The grantee will provide a minimum of one (1) visit per quarter to each nursing home within the Planning & Service Area in Fiscal year 2014.

The grantee will work in collaboration with other LTC systems change initiatives to include, but not limit, ADRC "No Wrong Door", Title III Caregiver Program, Money Follows the person and the evidenced based Chronic Disease Self-Management Program, Living Well Alabama.

The grantee will continue to develop relationships through the Ombudsman program with other programs and agencies with resources, services and interests which could benefit residents and/or the Ombudsman program.

The grantee will continue to develop the volunteer program through the Ombudsman to increase the number of volunteers who provide friendly visits, community outreach, issues advocate, pen pal, etc. in the nursing homes.

The grantee will abide by guidance received from the Office of the State Long-Term Care Ombudsman and the current Scope of Services (Exhibit I - on file in the Minute Clerk's Office)

TERM OF GRANT AGREEMENT: The performance of the Grant Agreement shall cover the period October 1, 2013 to September 30, 2014. Funding is for this period only. This Grant Agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the Grant Agreement, the Grant Agreement shall terminate upon notice by ADSS.

1. Grantee acknowledges and understands that this agreement is not effective until it has received all required state government approvals. The Grantee has fifteen (15) days to sign and submit this contract. Without a signed contract the Grantee is entitled to no compensation for work performed after the start of this contract period.
2. Grantee is in agreement to perform duties and produce outcomes as outlined in scope of services or annual operating element.
3. Grantee agrees to participate in all training.
4. Grantee agrees to provide all reporting accurately and meet all deadlines.

PAYMENT: Funds for this Grant Agreement shall not exceed \$99,995. Funds will be used for the purpose of this Grant Agreement only and shall be paid upon submission of a cash draw down form.

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

REPORTING: The grantee agrees to meet all program reporting requirements and deadlines as set out by the State Ombudsman. Reporting will be accurate and true. Numbers will be reported in SISOR by the 10th of the month following the end of the monthly reporting

period; however, quarterly written reports will be submitted to the State Ombudsman on the 10th of the month following the end of the quarter. Keep records of receipts, disbursement of funds, and expenditures and submit reports under terms set out by ADSS Fiscal Division. All fiscal reports must meet deadlines. Grantees not providing accurate and timely reports may be subject to loss of funding. ADSS will monitor quarterly expenditure reports. Reports not reflecting expenditure of funds each quarter will be cause for an administrative review. Continued accumulation of unspent funds may result in the reallocation of funding prior to year end.

RECORDS RETENTION: The grantee will maintain completed records for five (5) years, plus the current year, to substantiate services performed pursuant to this Grant Agreement. Records must be kept safe and secure and destroyed or archived appropriately to protect confidentiality.

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

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

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

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

GRANTEE ASSURANCES: The Grantee agrees to abide by the attached Grantee Assurances (Exhibit II).

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

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Virginia Moore-Bell, State LTC Ombudsman

Todd Russell Date

(for legal Compliance as to Form)

GRANTEE

W. D. CARRINGTON, PRESIDENT

JEFFERSON COUNTY COMMISSION

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

Jan-9-2014-27

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, many of the services provided by the Jefferson County Office of Senior Citizens Services significantly affect the health, safety, and/or convenience of the senior citizen population of Jefferson County; and

WHEREAS, the inability to provide said services would create a danger to the health, safety, and/or convenience of those seniors; and

WHEREAS, the Office of Senior Citizens Services contracts with certain vendors to insure that it complies with its mandates from the State of Alabama to provide certain services; and

WHEREAS, it is critical that contracts with those entities be maintained and services provided; and

WHEREAS, any delay involved in the execution of contracts to provide these mandated services creates an emergency situation negatively affecting and impacting the health, safety, and/or convenience of participating seniors of Jefferson County; and

WHEREAS, such interruption would negatively affect and impair care of seniors with difficulty eating, dressing, bathing, incontinence, and who require assistance with legal and financial affairs, as well as the provision to senior citizens of health and medical care and supplies such as bed pads, adult briefs, disposable wipes, latex gloves, etc.; and such interruption would also affect and impair the services to many senior citizens for food and meal delivery, blood pressure and glucose testing, medication management, and geriatric management.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Section 41-16-53 of the Code of Alabama, which provides that contracts may be let to the extent necessary to meet emergencies without public advertisement, the Commission finds that any gap in the contracts between the listed vendors results cumulatively in a case by case emergency which affects the health, safety, and/or convenience of its senior citizens. As such, the Jefferson County Commission would determine it necessary to direct the President of the Jefferson County Commission to enter into or extend contracts with the listed vendors below for a period beginning October 1, 2013, and ending on February 28, 2014 to allow time for these services to be bid in accordance with the competitive bid law where applicable.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is directed to facilitate payments to the below vendors for the estimated amounts as invoices are received:

VENDOR	AMOUNT	PERIOD
Alabama Aegis	\$68,991.67	October 1-31, 2013 through February 28, 2014
Alabama Aegis-Senior Rx	\$81,256.25	October 1-31, 2013 through February 28, 2014
Alzheimer's of Central Alabama	\$50,716.65	October 1-31, 2013 through February 28, 2014
Addus Healthcare	\$17,472.50	October 1-31, 2013 through February 28, 2014
Better Business Bureau	\$16,666.67	October 1-31, 2013 through February 28, 2014
Choice Home Specialists	\$23,519.76	October 1-31, 2013 through February 28, 2014
Collat Jewish Family Services	\$33,032.02	October 1-31, 2013 through February 28, 2014
Jefferson County Council on Aging (MOWS)	\$43,953.42	October 1-31, 2013 through February 28, 2014
Jefferson County Council on Aging (Ombudsman)	\$54,076.21	October 1-31, 2013 through February 28, 2014
Legal Services of Alabama	\$43,944.17	October 1-31, 2013 through February 28, 2014
Oxford Health Care	\$23,518.76	October 1-31, 2013 through February 28, 2014
Porter & Associates	\$41,124.58	October 1-31, 2013 through February 28, 2014
The Seasoned Performers	\$12,500.00	October 1-31, 2013 through February 28, 2014
Smart Moves LLC	\$26,290.42	October 1-31, 2013 through February 28, 2014
Woodbury Products d/b/a DHP Home Delivery Co.	\$24,208.33	October 1-31, 2013 through February 28, 2014
Youth In Aging	\$56,493.75	October 1-31, 2013 through February 28, 2014
Clastran	<u>\$154,500.00</u>	October 1, 2013 through February 28, 2014
TOTAL	\$748,746.40	

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

Jan-9-2014-28

CONTRACT ID: CON-00004517
CLASTRAN -PARATRANSIT SERVICES

WHEREAS, Jefferson County, Alabama has contracted with ClasTran through the Office of Senior Citizens Services (OSCS) to provide transportation to and from the Agency's Senior Centers (congregate meals sites); and

WHEREAS, Clan Tran has provided transportation for additional group trips for the Senior Centers for the period of August 1, 2013 through September 30, 2013; and

WHEREAS, Clas Tran is entitled to compensation of \$14,323.64 for the additional trips provided to Jefferson County from August 1, 2013 through September 30, 2013.

THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is directed to facilitate payment of \$14,323.64 to ClasTran.
W. D. Carrington

Commission President

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

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

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, January 30, 2014.

President

ATTEST

Minute Clerk