

STATE OF ALABAMA)

JEFFERSON COUNTY) July 25, 2013

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

District 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 July 11, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on July 23, 2013, and approved the following items to be placed on the July 25, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 17 and Item 17 from Finance Committee.
- Commissioner Carrington, Administrative Services Committee - Items 1 and 7 through 18.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee, no items.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 16, Item 18 and Addendum Items 5,6 and 7.

Jul-25-2013-527

PREAMBLE

WHEREAS, Alabama Act 2011-69 (the "County Manager Act", attached hereto as Exhibit A) provided for the hiring of a County Manager who would serve as the chief executive officer of Jefferson County and carry out the duties and responsibilities set forth in the County Manager Act; and

WHEREAS, on November 10, 2010, the Jefferson County Commission adopted a Resolution of Organization that, among other things, provided for the implementation of the County Manager Act, which had earlier versions in 2009 (Act No. 2009-662 and 2009-812 of the Alabama Legislature); and

WHEREAS, among other things, the County Manager Act vested the County Manager with the authority to exercise direct oversight of all County department heads and their agencies and departments including all county employees thereof, except for elected officials, the appointed employees of elected officials, the county attorneys and the staff of the Legal Department. Outside of these and other limited exceptions defined in the Resolution of Organization, the County Manager has the full authority, subject to other applicable provisions of the County Manager Act, to select, appoint, evaluate, terminate and retain said department heads, agency heads and county employees; and

WHEREAS, the Jefferson County Commission is subject to the Consent Decree in U.S. v. Jefferson County, Civil Action No. CV-75-S-666-S ("Martin-Bryant Consent Decree") and recognizes its legal obligation to comply with the Martin-Bryant Consent Decree under the jurisdiction of the United States District Court for the Northern District of Alabama; and

WHEREAS, the County Commission shall conduct its business in recognition of and in conformity with Article VI, Clause 2 of the United States Constitution ("the Supremacy Clause"); and

WHEREAS, the Jefferson County Commission desires to amend its Resolution of Organization, Resolution No. NOV-10-2010-1063, dated November 10, 2010, in order to reinforce the duties and responsibilities of the County Manager and to further describe the duties and responsibilities of the Jefferson County Commission.

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

1. The Resolution of Organization of the Jefferson County Commission, Resolution No. NOV10-2010-1063, dated November 10, 2010,

is hereby amended as follows:

JEFFERSON COUNTY COMMISSION
RESOLUTION OF ORGANIZATION
AMENDED July 25, 2013

WHEREAS, the case of Michael Taylor, et al. v. Jefferson County Commission, et al., CV 84C-1730-S, in the United States District Court resulted in a Consent Decree ("Taylor Consent Decree") which expanded the Jefferson County Commission to five (5) members elected from five (5) districts, the descriptions of which are set out therein, commencing with the general election of November 1986, and each four years thereafter, and the Taylor Consent Decree provided that the Commissioners so elected shall hold their respective offices for the term of four (4) years from the first Monday after the second Tuesday of January, next after the general election at which they are elected and until their successors are elected and qualified; and

WHEREAS, the Taylor Consent Decree provided further that the Commissioners shall distribute the powers and duties conferred by law upon the County Commission and the members thereof as they deem fit and efficient and that all laws assigning powers and duties to particular Commissioners under the former three-member Commission shall be interpreted as assigning those powers and duties to the Commission as a whole; and

WHEREAS, by Act No. 97-147, the Alabama Legislature further implemented the Taylor Consent Decree and created and established in and for Jefferson County a single-member district governing body comprised of five members elected from single-member districts and which Act further provided that the President of the Commission shall be elected by the members of the Commission and the Commission shall assign the duties and jurisdiction of each Commissioner; and

WHEREAS, § 11-3-1(d), Code of Alabama (1975), as last amended by Act 2007488 provides that the term of office for a county commissioner shall commence at 12:00 a.m. on the second Wednesday following the general election at which he or she is elected and shall expire at 11:59 p.m. on the first Tuesday following the day of the general election at which the successor to that office is elected; and

WHEREAS, in said general election of November 2, 2010 the following individuals were duly elected from the districts shown by each name:

- District No. 1 - George Bowman
- District No.2 - Sandra Little Brown
- District No.3 - Jimmie Stephens
- District No.4 - Joe Knight
- District No.5 - David Carrington; and

WHEREAS, each of said individuals has been duly sworn and has taken office; and

WHEREAS, pursuant to the County Manager Act, the Jefferson County Commission has hired a County Manager to be the County's chief executive officer; and

WHEREAS, the Jefferson County Commission desires to reinforce the duties and responsibilities of the County Manager and to further describe the duties and responsibilities of the Jefferson County Commission.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission as follows:

(1) The Jefferson County Commission shall consist of five (5) Commissioners who shall be elected from districts numbered 1 through 5 by the duly qualified voters thereof as other state and county officials, commencing with the general election in November 1986, and each four years thereafter. In all primary and general elections held to choose members of the Commission, the ballot shall separately designate the five County Commission districts and specify the candidates for each such position. The Commissioners so elected shall hold their respective offices for a term of four years beginning at 12:00 a.m. on the second Wednesday morning after the general election at which they are elected until their successors are elected and qualified. As a result, the Commissioners elected on Tuesday, November 2, 2010, took office on Wednesday, November 10, 2010, at 12:00 a.m.

(2) There shall be five standing committees of the Jefferson County Commission to be denominated as follows:

1. Committee of Health Services and General Services
2. Committee of Community Services and Roads and Transportation
3. Committee of Finance and Information Technology
4. Committee of Courts, Emergency Management, Land Planning and Development Services
5. Committee of Administrative Services

Each committee shall consist of all five commissioners, one of which will be the committee chair. The scope of subjects to be presented and evaluated in each committee is set out in Exhibit B hereto. The committee assignments provided for in Exhibit B are solely for the purpose of setting Commission Meeting agendas and do not in any manner confer operational responsibilities upon the committees, their chairpersons, or individual commissioners.

(3) The day-to-day operating powers and duties conferred by law upon the County Manager (areas of responsibility listed in Exhibit C) shall not be interfered with by the Jefferson County Commission or any member thereof or any member of a Commissioner's staff. Commissioners shall not supervise or otherwise direct the work activities of any County employee whose Appointing Authority is the County Manager. However, these restrictions are not meant to prohibit Commissioners from discussing issues, comments, problems or concerns with County employees. If immediate direction is appropriate in order to protect the health and/or safety of any person or person(s) and it is not otherwise possible or practical to wait for direction from the County Manager, then a Commissioner may take reasonable steps to protect the health and/or safety of such person or persons. The County Manager is an at-will employee but the procedures prescribed in the County Manager Act, the Martin-Bryant Consent Decree and other applicable laws will govern any employment action taken by the County Commission with respect to the County Manager. The County Manager shall perform his duties in furtherance of and compliance with the Martin-Bryant Consent Decree and other applicable laws and consent decrees. The County Manager shall be the Appointing Authority for all merit system and at-will county employees not assigned to the Legal Department, the Jefferson County Sheriff, the Pension Board of the General Retirement System for Employees of Jefferson County, the Emergency Management Agency, the Personnel Board of Jefferson County, the Jefferson County Department of Health or the personal offices of the Commissioners, as well as all merit system employees in the offices of other Jefferson County elected officials (for example, the Treasurer, Tax Assessor, Tax Collector, Probate Judge, etc.).

(4) The Legal Department, under the direction of the at-will County Attorney, shall provide legal advice to the County Commission collectively, the County Commissioners individually in his or her official capacity and the County Manager in his or her official capacity, provide for the defense against all claims or causes of action against the Commissioners and/or County Manager in all legal matters resulting from legal actions performed in their official capacity, keep the Commission generally informed on expenditures for and services provided by outside legal counsel and provide for any other legal services that are necessary for the County¹. The Legal Department shall consist of the County Attorney, one or more Deputy County Attorneys, one or more Assistant County Attorneys and the paralegals and clerical personnel that are deemed advisable by the County Attorney subject to the budgetary authority of the Commission. The County Attorney shall report to the Commission as a whole and the Commission as a whole shall be the Appointing Authority for the County Attorney. Taking any employment action concerning the County Attorney shall require consultation with all five Commissioners and written approval by at least three County Commissioners. The County Attorney shall be the Appointing Authority for and supervisor of the other attorneys and staff in the Legal Department, including the Minutes Clerk. Any time there is a vacancy in the County Attorney position, the hiring of a qualified County Attorney shall be based on merit and qualifications, consistent with the anti-discrimination policy of Jefferson County, after reasonable consideration of a pool of qualified candidates. The vacancy in the County Attorney position will be publicly advertised and include a mailing and email address to which candidates' expressions of interest and resumes may be sent. Each Commissioner shall be given an opportunity, for a period of at least ten (10) days after the vacancy occurs, to recommend qualified candidates for consideration by the Commission, subject to the County's needs for timely filling the position. To be hired, the candidate for County Attorney, including the starting salary that will be paid, must receive approval by a majority vote of the Commission.

Similarly, when the County Attorney seeks to fill a position for an at-will Deputy County Attorney or at-will Assistant County Attorney, the same public notice shall be provided and the same Commissioner recommendation opportunities shall be allowed as stated above in connection with hiring a County Attorney. Otherwise, the County Attorney has the authority, subject to applicable law, to hire, evaluate, promote and/or terminate the employment of the at-will attorneys in the Legal Department. However, the County Attorney's decision to hire, promote or terminate the employment of a Deputy County Attorney or Assistant County Attorney may be vetoed by a vote of four members of the Commission in a Commission meeting so long as the vote is taken in a Commission meeting within fifteen (15) days after the Commission is informed in writing by the County Attorney of the hiring, promotion or termination decision.

(5) All employees working as an appointed staff member of an individual Commissioner shall be at-will, non-merit system employees under the direction of that Commissioner, who shall be the Appointing Authority for such persons.

(6) In the event there is a temporary vacancy in the County Manager position, such position shall be filled on an interim basis in accordance with the County Manager Act.

(7) All other powers and duties conferred by local, state and federal law upon the Jefferson County Commission and the members thereof, as the duly elected representatives of the citizens of Jefferson County, shall remain with the Commission as a whole. Such powers and duties shall include, but are not limited to, serving as the County's legislative body and the trustee of the County's assets; setting policies and practices through administrative orders and resolutions; approving all contracts and other legal agreements; appointing persons to various boards; and approving the County's budgets, expenditure of funds, zoning changes and liquor licenses. The Jefferson County Commission hereby authorizes the County Manager (or the County's Chief Financial Officer in the absence of the County Manager) to initiate emergency purchases

¹ The scope of duties of and representation by the County Attorneys as described is illustrative and not exclusive of its other duties and representation.

without prior approval of the County Commission, provided that (1) the dollar amount of any such purchase is such that the purchase is not subject to either Chapter 2 of Title 39 or Chapter 16, Article 3 of Title 41, Code of Alabama (1975), as the case may be, and (2) an attorney employed in the County's Legal Department determines that there exists an emergency situation that presents a danger to the public health, safety, or convenience which would result from delay. A specific description of any such emergency purchase(s) made in accordance with the above and the nature of the danger to public health, safety or convenience providing cause for the purchase(s) shall be placed on the agenda for the next meeting of the Finance and Information Technology Committee in order to subsequently acknowledge and ratify the emergency expenditure of public funds at the next meeting of the County Commission.

(8) Effective at 12:00 a.m., Wednesday morning November 10, 2010, the Commissioners were assigned various committee chairs and memberships. Pursuant to this Resolution, the Commissioners are assigned to the following committees and other responsibilities:

David Carrington - President of the Commission; Chair of the Committee of Administrative Services, Member of the other four Commission Committees; Member of the Boards of the Birmingham Jefferson Convention Center (BJCC) and the Jefferson County Health Department, and primary liaison to the County Attorney, the Jefferson County Personnel Board and the Jefferson County Pension Board.

Sandra Little Brown - President Pro Tempore of the Commission; Chair of the Committee of Community Services and Roads and Transportation; Member of the other four Commission Committees; and primary liaison to all governmental transportation agencies and the county Farm Agent.

George Bowman - Chair of the Committee of Health Services and General Services; Member of the other four Commission Committees; and primary liaison to the Jefferson County Health Department and all governmental health related agencies.

Joe Knight - Chair of the Committee of Courts, Emergency Management, Land Planning and Development Services; Member of the other four Commission Committees; Member of the Jefferson County Racing Association; and primary liaison to the District Attorneys, Probate Court, law library, family court, state courts, circuit clerk, animal control, Emergency Management Agency and E-911.

Jimmie Stephens - Chair of the Committee of Finance and Information Technology; Member of the other four Commission Committees; and primary liaison to the Sheriff and all state and local financial elected officials (including the County Treasurer, Tax Assessors, Tax Collectors and Board of Equalization).

(9) The Commission Committees shall meet at the times and places set forth in Resolution No. DEC-20-2012-1058 or resolutions subsequently approved by the Commission establishing such meeting times and places, and at other times as called by the respective Committee Chairs, provided that each Chair will ensure that the meeting time does not conflict with a Committee Meeting time previously called by another Commissioner for another Committee. The Commission Committees shall have an agenda, receive information, evaluate programs and related issues, and advance items to the agenda of a meeting of the County Commission. The Committees, subject to the terms of this Resolution of Organization, shall conduct business in accordance with the Commission's Rules and Orders of Procedure dated November 10, 2010, or as such rules may be amended. In the event of any conflict between the Resolution of Organization and the Rules of Order and Procedure, the Resolution of Organization shall prevail. In case of doubt as to the appropriate Committee for an item of business, the President shall make the Committee assignment. The County Manager, on behalf of each Committee, shall, prior to each Committee meeting, publish to the Committee members an agenda for the Committee meeting. The agenda shall contain items recommended by the County Manager and the County Attorney (i.e., those matters involving a department associated with the committee in question), as well as items relating to (a) the Committee Chair's primary liaison responsibilities as set forth herein, (b) board appointments which the Committee Chair is entitled to make, and (c) other items the Committee Chair desires to discuss and/or advance to the agenda of a meeting of the County Commission. Items shall be advanced to the agenda of a meeting of the County Commission with a minimum of three affirmative votes.

(10) The Commission shall meet at the times and places set forth in Resolution No. DEC-20-2012-1058 or resolutions subsequently approved by the Commission establishing such times and places, and at other times as called by the President (or the President Pro Tempore in the temporary absence of the President). Said meetings shall be held in the County Commission Chambers in the Jefferson County Courthouse in Birmingham, Alabama, except that the second meeting in the months of January, April, July and October, shall take place in the Jefferson County Courthouse in Bessemer, Alabama.

(11) The President Pro Tempore of the Jefferson County Commission shall serve as the Acting President in the temporary absence of the President.

(12) In the event of a permanent Commissioner vacancy due to death, resignation or otherwise, a replacement Commissioner shall be selected in accordance with Alabama law.

- If the former Commissioner was not the President, the President will be the temporary Chair of the former Commissioner's Committee and shall also temporarily assume the Primary Liaison responsibilities of the former Commissioner until a replacement Commissioner is sworn into office. Once sworn into office, the replacement Commissioner will assume the Committee Chair and Primary Liaison responsibilities of the former Commissioner.

- If the former Commissioner was also the President Pro Tempore, a temporary President Pro Tempore will be designated by

the President until a new President Pro Tempore is elected by a minimum of three Commissioners in a meeting of the Jefferson County Commission.

- If the former Commissioner was the Commission President, the President Pro Tempore, while retaining his/her current Committee Chair and liaison responsibilities, will serve as the temporary President and assume the former President's Committee Chair and primary liaison responsibilities as set forth in paragraph (8) until a new President is elected by a minimum of three Commissioners in a meeting of the Jefferson County Commission. The new President shall assume from the temporary President the Committee Chair and primary liaison responsibilities of the former President as set forth in paragraph (8) above and may temporarily re-assign some or all of his/her previous responsibilities to other Commissioners. Once a replacement Commissioner is sworn into office, the replacement Commissioner will be assigned the previous Committee Chair and primary liaison responsibilities of the new President as set forth in paragraph (8) above.

- A resolution selecting a new President or President Pro Tempore following a permanent vacancy is not subject to the requirements necessary for other changes to the Resolution of Organization set forth in paragraph (14) below.

(13) In addition to the responsibilities described above, the following authority and responsibilities shall be assigned to the Commission President:

- Serve as the presiding officer at all Commission Meetings, other than Committee Meetings, at which the presiding officer will be the Committee Chair;

- Execute all contracts and other contractual agreements which require approval of the Commission in accordance with the Commission's policies, rules, past practice and obligations under applicable law; and

- In addition to the Chair of the Finance and Information Technology Committee, execute all checks on the County Commission accounts.

(14) Unless otherwise expressly provided herein, this Resolution of Organization of the Jefferson County Commission may only be amended by a Resolution of the County Commission introduced at a Commission Committee Meeting as a first reading a minimum of thirty (30) days in advance of the proposed amendment and subsequently approved at a meeting of the Commission by no fewer than four (4) Commissioners. (All Exhibits on file in the Minute Clerk's Office)

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

Jul-25-2013-528

WHEREAS, Jefferson County (the "County") sponsors The General Retirement System for Employees of Jefferson County ("GRS"), which is administered by the Pension Board; and

WHEREAS, for the purpose of requesting a determination letter regarding the qualified status of the GRS under the Internal Revenue Code, a draft of The General Retirement System for Employees of Jefferson County (Section 401 (a) Plan Document) (the "401 (a) Plan") and the Directed Trustee Agreement were submitted by the Pension Board to the Internal Revenue Service ("IRS") for approval; and

WHEREAS, the IRS issued a favorable determination letter, dated September 20, 2012, on the 401 (a) Plan and the Directed Trustee Agreement, contingent on approval and execution of the 401 (a) Plan within the time provided by federal law, which is the 91" day following the close of the 2013 Alabama Legislative Session, or August 13, 2013 the "Execution Deadline"); and

WHEREAS, a legislative version of the 401 (a) Plan, as revised, was submitted by the Alabama Legislature and ultimately signed into law by the governor on May 23, 2023; and

WHEREAS, the Commission, as sponsor of the GRS, now desires to formally approve and adopt the 401 (a) Plan attached hereto as Exhibit A (on file in the Minute Clerk's Office).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in order to fully carry out the intent and effectuate the purposes of these resolutions, the President of the Commission shall execute the 401 (a) Plan on behalf of the County; and he shall take all such further actions and execute and deliver any and all agreements, instruments, documents, and amendments relating thereto in the name and on behalf of the Commission, which in his judgment shall be necessary, proper, or advisable.

BE IT FURTHER RESOLVED that a copy of the 401 (a) Plan shall be placed with the permanent records of the 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.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached amended agreement with Maynard Cooper & Gale, P.C. to provide ongoing legal services to the Jefferson County Commission.

MAYNARD COOPER & GALE PC
ATTORNEYS AT LAW

July 9, 2013

VIA HAND DELIVERY & ELECTRONIC MAIL

David Carrington, President
Joseph Knight, Esq.
Jefferson County Commission
280 Jefferson County Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203
RE: Engagement Letter - Jefferson County, Alabama

Dear Commissioners:

This letter will confirm the terms for continuing Maynard, Cooper & Gale, PC's ("Maynard Cooper") engagement as your outside counsel, as well as the terms under which we will provide legal services to Jefferson County, Alabama ("County") in a variety of practice areas and matters (scope earlier outlined in a Jefferson County Commission Resolution dated February 12, 2008 and including the federal employment discrimination consent degree litigation). You should not hesitate to contact me whenever you have questions or comments about our work or any time you need advice or assistance. This opportunity to work with the County and you is a privilege and we are committed to providing outstanding service.

Charges for our legal services are based primarily upon the amount of time expended on the County's projects or for its benefit and the hourly billing rates for the attorneys, legal assistants and other timekeepers involved in such matters.. Whenever feasible in staffing your legal projects, we try to assign the required work to the least senior, therefore, the least expensive, professional who has both the training and experience necessary to complete this assignment. All of our professionals are assigned hourly rates that are a function of their seniority and experience. These hourly rates are reviewed annually and in January each year we will present for consideration reasonable hourly rate adjustments consistent with our usual practices to reflect the advancing experience, capabilities and seniority of Maynard Coops professionals, as well as general economic factors.

We may advance or incur certain costs and expenses that will be charged to the County. Such charges include filing fees, long distance telephone charges, photocopying, computerized legal research, travel expenses and certain other out-of-pocket expenses. Ordinarily, when you have authorized an expenditure, we will advance the expense on your behalf and include it on the next monthly statement. Maynard Cooper does not bill for secretarial overtime or word processing.

It is our normal practice to submit monthly statements for services rendered to clients that we represent on a continuing basis. We will send our bills to your attention and they will include a description of the services performed, as well as the hourly rates for the attorneys and staff involved. Our 2013 rates for the County will range from \$180 per hour to \$550 per hour (for attorney or paralegal services). My discounted hourly rate actually charged to the County in 2013 will be \$425 and Jay Mitchell's rate will be \$320 per hour. These rates are discounted from our standard rates and on average our rates will be at a fifteen percent (15%) discount. Our fee structure is based upon the assumption that all statements will be paid promptly upon receipt (routinely within thirty days of receipt).

If you have any questions about our hourly rates, the terms of our engagement or the billing arrangements noted above, please let me know. Furthermore, you should feel completely free to bring to our attention any questions you may have about a particular statement or the services charged for. The County may discharge Maynard Cooper at any time and would owe the firm for all fees and expenses incurred through the date of discharge plus subsequent time and expenses related to transitioning work. Maynard Cooper may withdraw at any time with the County's consent or for good cause without the County's consent. Good cause includes but is not limited to the County's nonpayment of an invoice on a timely basis or any fact or circumstance that would render Maynard Cooper's continuing representation unlawful or unethical.

Please signify Jefferson County's approval of and agreement to the terms and conditions hereof by signing and dating a copy of this letter at the bottom of this page and returning same to my attention via electronic mail or facsimile. Also, please provide me a County Commission resolution verifying its approval of our engagement pursuant to the terms of this letter.

Thank you for the confidence you have expressed in our firm, and we look forward to continuing our work with you.

David M. Smith

The terms of this engagement letter have been approved by the Jefferson County Commission and are hereby accepted:

JEFFERSON COUNTY, ALABAMA

By: David Carrington, 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.

Jul-25-2013-530

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by Stacy Shelley has been denied.

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

Jul-25-2013-531

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Sylvia Jackson is hereby denied.

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

Jul-25-2013-532

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Thomas L. Garvich in the amount of Two Hundred Seventy Eight and 07/100 (\$278.07) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Thomas L. Garvich in the amount of \$278.07 and forward it to the County Attorney for disbursement.

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

Jul-25-2013-533

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Jay Duncan in the amount of Four Hundred Forty and no/100 (\$440.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Jay Duncan in the amount of \$440.00 and forward it to the County Attorney for disbursement.

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

Jul-25-2013-534

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Tommie L. Lewis in the amount of Three Thousand Twenty Five and 00/100 (\$3,025.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Tommie L. Lewis in the amount of \$3,025.00 and forward it to the County Attorney for disbursement.

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

Stephens, Bowman, Brown, Carrington and Knight.

Jul-25-2013-535

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Victor J. Fava, III, in the amount of Five Thousand Seven Hundred Fifty Nine and 95/100 (\$5,759.95) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Victor J. Fava, III, in the amount of \$5,759.95 and forward it to the County Attorney for disbursement.

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

Jul-25-2013-536

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Arthur L. Woodfin, Jr., in the amount of Nine Thousand Three Hundred Forty Nine and 88/100 (\$9,349.88) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Arthur L. Woodfin, Jr., in the amount of \$9,349.88 and forward it to the County Attorney for disbursement.

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

Jul-25-2013-537

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Warren and Judy Nysewander in the amount of One Hundred Thirty-Seven Thousand Five Hundred and 00/100 (\$137,500.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to "Warren J. Nysewander and Judy Nysewander, and their attorney David H. Marsh" in the amount of \$137,500.00 and forward it to the County Attorney for disbursement.

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

REQUEST FOR CERTIFICATIONS

Revenue

Accounting Assistant I - 3 positions

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

Jul-25-2013-538

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and the Alabama Department of Transportation (ALDOT) in the amount of \$1,350.00. This agreement allows the County to be reimbursed for costs to adjust the height of sanitary sewers manholes that are in conflict with ALDOT's proposed Jemison Trail Shades Creek Greenway Connection project in the City of Mountain Brook. The manholes adjustment construction work to be done by STATE contractor. The actual cost of the manholes adjustments will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its project construction contract.

REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY
WORK TO BE PERFORMED BY STATE CONTRACTOR

<input type="checkbox"/> Private Right-of-Way	PROJECT NUMBER
<input checked="" type="checkbox"/> Public Right-of-Way	Utilities STPBH-CN13(907)
	Construction STPBH-CN13(907)

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

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. STPBH-CN13(907) and consisting approximately of the following: Construct sidewalks, crosswalks and signs along Shades Creek; and

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$1,350.00 .

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

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

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

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

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only. c. This agreement includes betterment

Yes No.

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and

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

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$1,350.00. The total estimated cost including betterment is \$1,350.00

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

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

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

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

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

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

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

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

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

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

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

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

servants, employees or facilities.

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

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

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

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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

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

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

WITNESS:

RECOMMENDED FOR APPROVAL:

Jefferson County Commission, Jefferson Co., AL

BY:

W. D. Carrington, President

Division Engineer

Robert G. Lee

Utilities Engineer

APPROVED AS TO FORM:

Jim Ippolito, Jr. Chief Counsel,

Alabama Department of Transportation

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

John R. Cooper

Transportation Director

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

Robert Bentley

GOVERNOR STATE OF ALABAMA

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

Jul-25-2013-539

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and William E. Smith, Jr. and Associates, RE: Royal Cup Coffee. This Conditional Consent to Encroachment and Release of Damages is for a supply delivery bridge traversing the existing twenty foot (20') sanitary sewer easement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES (this "Agreement") made as of the _____ day of _____, 2013, by and between JEFFERSON COUNTY, ALABAMA (the "County") and WILLIAM E. SMITH, JR. AND ASSOCIATES ("Owner").

R E C I T A L S

A. Owner is the owner of the real property located in Jefferson County, Alabama (the "Property") and described more particularly as follows:

A parcel of land, number 13-00-22-3-000-006.501 situated in the SW 1/4 of Section 22, Township 16 South, Range 2 West, Jefferson County, Alabama, more particularly described as follows: Commence at the point of intersection of the northeasterly line of the tract of land conveyed to Pinson Valley Theatre Corp., as recorded in Deed Volume 213, Page 348, in the Probate Office of said county, and the northwesterly right-of-way line of Alabama Highway No. 79 and run thence northwestwardly 1075.58 feet to the NE corner of said Pinson Valley Theatre Corp., tract; thence turn 71° 19' right and run northeastwardly 26.51 feet; thence turn 71° 19' left and run northwestwardly 426.80 feet to the point of beginning of the property herein described; thence continue northwestwardly along last described course 314.85 feet to a point on the southeasterly right-of-way of Cleage Drive; thence turn 90° 56' left and run southwestwardly along said right-of-way line 460.62 feet; thence turn 89° 04' left and run southeastwardly 308.09 feet; thence turn 90° 07' left and run northeastwardly 460.34 feet to the point of beginning, containing 3.3 acres, more or less.

B. The Property is burdened by an existing twenty foot (20') sanitary sewer easement (the "Easement") as recorded in Real Volume 522, Page 725 in the Probate Office of Jefferson County, Alabama.

C. Owner acknowledges that existing improvements located on the Property encroach on the Easement and that future improvements approved by the County will encroach on the Easement (collectively, the "Owner's Improvements"). Owner further acknowledges and agrees that said County approval is solely for the allowance/existence of the future improvements referenced in this Agreement.

D. Owner and the County mutually desire to enter into this Agreement to address the encroachment of the Owner's Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Owner's Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. In the event that the Owner's Improvements are damaged in any way due to the exercise of the Easement Rights, the costs of repairs or replacement of the Owner's Improvements or personal property will be borne solely by Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Owner's Improvements or improvements located adjacent to the Easement suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the Easement.

2. Subject to the terms of this Agreement, the County grants Owner a license for the Owner's Improvements, as more particularly shown

on Exhibits A1 ,A2, A3, and S1 attached hereto, but only to the extent the same are approved by the County. Exhibits A1, A2, A3, and S1 detail all of the Owner's improvements that will encroach on this easement and no other greater or further improvements will be allowed No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights. Owner expressly reserves the right set forth in the Easement to cross the Easement with tracks, roads or driveways for any purpose over the Property subject to the Easement.

3 This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4 This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5 In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in paragraph number 1 above, Owner shall be responsible for the payment any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge and any delay incurred in connection therewith. In addition, Owner shall be responsible for the cost of any damage to others including but not limited to personal property and bodily injury resulting from said challenge and any delay incurred in connection therewith. Owner hereby agrees to pay all court costs incurred by the County as a result of the aforementioned.

6 This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

WILLIAM E. SMITH, JR. AND ASSOCIATES

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

Jul-25-2013-540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Hazen & Sawyer, P.C., in the amount of \$182,000.00 to Provide Professional Engineering Services for Arc Flash studies at the Village Creek WWTP for compliance with NFPA 70E electrical safety requirements and arc flash safety training for employees.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR

Jefferson County Environmental Services Department for Arc Flash Studies for the Village Creek WWTP

This AGREEMENT, made this the day of , 2013, by and between Jefferson COUNTY, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Hazen and Sawyer, P.C. (CONSULTANT) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the analysis and reporting for the Professional Engineering Services for Arc Flash Studies for the Village Creek WWTP as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT shall meet the requirements for conformance with the standards adopted by the COUNTY and ascertain the written practices of the Jefferson County Environmental Services Department prior to beginning any work on this project.

This project consists of Arc Flash Studies for the Village Creek WWTP to provide COUNTY with the information required for compliance with the Arc Flash protection standards described in the National Fire Protection Association Standard 70E (NFPA 70E) - Standard for Electrical Safety in the Workplace. This Project includes detailed training sessions, assistance with development of an Arc Flash safety standard operating procedure (SOP), and assistance with development of work permit procedures to assist the County with full

compliance with the NFPA. 70E Arc Flash safety requirements.

SECTION 1 - OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services:

The Arc Flash studies will be completed in accordance with the methods and requirements described in the National Fire Protection Association Standard 70E (NFPA 70E) - Standard for Electrical Safety in the Workplace. The Arc Flash studies will be performed on electrical equipment where it is likely energized parts will be exposed for the purposes of repairs and maintenance. Examples of such equipment are the plant's service entrance equipment, low and medium voltage switchgear, low and medium voltage motor control centers, primary/substations, panelboards, VFDs, standby power generator equipment, distribution transformers, and individual motor starters. The results of these studies will be submitted to the COUNTY to be used by the COUNTY for compliance with the NFPA 70E Arc Flash protection requirements. The Arc Flash studies will consist of the following tasks:

Task 1-System Analysis and Data Collection

This task involves a field survey of the power distribution system at the facility. The following information and data will be collected to perform the Arc Flash studies:

- Electrical utility service configuration and ratings (i.e. fault current, X/R ration, etc.)
- Power distribution system configuration and ratings
- Ratings and settings for all protective devices
- Ratings configuration for all power distribution equipment
- Protective relay settings
- Motor data
- Cable length and sizes
- Standby power generator ratings and operation configurations
- Historical operational data
- Historical plant load

Personnel from Hazen and Sawyer and Jackson Renfro will collect the field data listed above. Any equipment shutdowns required to collect this field data will be coordinated with the plant staff. Where low voltage electrical equipment cannot be de-energized for the purposes of the field data collection, the Arc Flash personal protective equipment described in NFPA 70E Table 130.7 will be used. Medium voltage equipment will not be opened unless de-energized and placed in an electrically safe working condition.

Task 2a --Arc Flash Analysis and Evaluation

The information collected during Task I will be entered into SKM Power Tools software to perform the Arc Flash Evaluation. The results of the study will yield the following information:

- Arc Flash Boundaries
- Arc Flash Incident Energy (measured in cal/cm²)
- Hazard/Risk Category as defined in NFPA 70E
- Available Fault Current

The results of the Arc Flash analysis will be evaluated to identify the areas where the Arc Flash incident energy is excessively high (above 8 cal/cm²). The power distribution system will be analyzed to determine if any system protective device setting modifications can be made to reduce the arc flash incident energy for these high energy areas of the power distribution system. Arc Flash mitigation measures that require additional engineering that is beyond the scope of this project will be coordinated with JCESD on a case- by case basis.

Task 2b - Protective Device Coordination Study

The County has determined that the protective relays for the Plant 2 generators are not coordinated with other protective devices in the Plant 2 13.2kV power distribution system. A protective device coordination study will be performed and updated relay settings for the Plant 2 generator protective devices will be provided. The remaining medium voltage protective devices will be evaluated to identify any other mis-coordination conditions for the medium voltage power distribution systems.

Task 3- Report, Training, and SOP Support

An Arc Flash Hazard Analysis report will be prepared and submitted to JCESD. The report will contain the following:

- Single line diagrams showing Arc Flash information listed in Task 2.
- Recommended modifications to reduce Arc Flash energy for the areas of the power distribution system where the Arc Flash incident energy is excessively high.
- revised relay settings for the Plant 2 generator protective relays.
- Information from NFPA 70E pertaining to Hazard/Risk Categories and PPE requirement for each Hazard/Risk Category.
- Written general Arc Flash safety standard operating procedure (SOP) for working on or near live parts.

- Recommendations on development of energized work permitting procedures.
- A list of protective device ratings and settings for all protective devices included in the study.

CONSULTANT will develop custom arc flash warning labels and affix the labels to the electrical equipment included in the Arc Flash study. The Arc Flash label format will be coordinated with the COUNTY so that the label format matches the format of existing Arc Flash labels currently installed at other COUNTY facilities. Arc Flash labels will be printed on durable weather resistant film.

CONSULTANT will develop Arc Flash Safety Training Program which will include an indepth description of the hazards associated with working on or near live parts, the NFPA 70E Arc -Flash protection requirements, a description of the Arc Flash study's results, and how to utilize the results of the study to select the appropriate Arc Flash protection PPE. CONSULTANT will conduct two (2) four-hour Arc Flash training presentations. The goal of these presentations will be to describe the NFPA Arc Flash protection requirements and how to interpret the results of the Arc Flash study.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining themb within a reasonable time so as not to delay the services of the CONSULTANT.
5. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the project.
6. Assume all costs of public hearings, if required.
7. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
8. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result mm legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
9. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, and other documents presented by the CONSULTANT, and shall reader decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

SECTION 3 - CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.
2. Requests for visits to the site may be made by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The work to be performed shall be completed within 240 days of receipt of a Notice to Proceed in accordance with Exhibit B. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon ninety day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
- D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE HI - PAYMENT

SECTION 1- FEE

For services performed by the CONSULTANT under this AGREEMENT, and as full and Complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and Subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of one hundred eighty-two thousand and 00/100 dollars (\$182,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract. Actual project time will be determined at a later date, which could decrease the above contract amount. Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary.

The COUNTY shall pay the CONSULTANT within ten (10) days of receipt of the CONSULTANT's payment request by the COUNTY Finance Department.

SECTION 2 - FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of at CONSULTANT other than those specified above or major changes in the work become neon or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT. Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

SECTION 3 - CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and end data required to be furnished by him under the terms of this AGREEMENT. All endorsemal: shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) working days after the alleged delay has occurred.

2. In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 - TERMINATION OR ABANDONMENT

1. The COUNTY shall have the right to abandon this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the

COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable cost incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 - TERMINATION OF CONTRACT FOR BREACH

A. The Contract may be terminated by the COUNTY for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
2. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.
3. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.
4. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

B. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which complaint is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.

C. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

SECTION 7 - CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

2. The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or incurred by the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the Contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered there by or a copy of the required insurance policies.

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability	\$300,000.00
Workers Compensation	Statutory
Professional Liability	\$2,000,000.00 each claim

A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims

that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 -SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no subletting, assignment or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at anytime during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

3. No COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices and procedures of the COUNTY.

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY government, and copies thereof shall be furnished if requested.

2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit C as required by Jefferson County Commission Administrative Order A0-2008-4.

B. Solicitations of Subcontractor, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination.

C. Sanctions of Noncompliance : In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 14 - 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, without giving effect to the conflict of laws rules thereof. 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.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.
2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim demand or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, P.C. on the 24th day of June, 2013 and the COUNTY on the day of 2013.

Robert L. Taylor, Vice President

Hazen and Sawyer, P.C.

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W.D. Carrington, 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.

Jul-25-2013-541

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to terminate the contracts between Jefferson County, Alabama and the Greater McAdory Athletic Association which were approved on October 17, 2016 at M.B. 15, Pgs. 197-198 and January 26, 2010 at M. B. 159, Pg. 254, in accordance with the terms of the contracts.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that should the Greater McAdory Athletic Association not comply with the terms of the contracts once notice of termination has been give by the Commission President, the County Attorney is hereby authorized to file suit against the Greater McAdory Athletic Association to recover damages for breach of contract.

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
7/25/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	4.60	1900071224
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE AND SEWER BILLING MAIL OUTS	GEN SVCS: ADMINISTRATION	105.05	1900071146
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR RENEWAL FEE FOR PERMIT	GEN SVCS: ADMINISTRATION	46.58	1900071197
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR KEY DEPOSIT - DAVID HILL	GEN SVCS: ADMINISTRATION	5.00	1900071236
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE OVERAGE FOR PACKAGE FOR ENV. SERVICES	GEN SVCS: ADMINISTRATION	3.65	1900071312
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER DEPT AND FLOOR LEVELER FOR 2121	GEN SVCS: ADMINISTRATION	31.55	1900071283
DISTRICT 1	1000309	JEFFERSON CLINIC PC	CANNON MICROPRINTER 60	CGH: MEDICAL RECORDS	66.00	1900071274
DISTRICT 1	1002912	CITY OF CENTER POINT	OVERPAYMENT - WATER FEES	GEN SVCS: ADMINISTRATION	8,442.76	1900071502
DISTRICT 1	1031305	JIMMY BURTON	PT RES REFUND/ JRHC RESIDENT JIMMY BURTON	CO HOME: BUSINESS OFFICE	420.16	1900071275
DISTRICT 1	1031306	SAMUEL CARTER	PT RES REFUND/ JRHC RESIDENT SAMUEL CARTER, JR.	CO HOME: BUSINESS OFFICE	289.45	1900071276
DISTRICT 1	1031308	RONALD CATES	PT RES REFUND/ JRHC RESIDENT RONALD CATES	CO HOME: BUSINESS OFFICE	11.41	1900071277
DISTRICT 1	1031309	DOROTHY CHAPPLE	PT RES REFUND/ JRHC RESIDENT DOROTHY CHAPPLE	CO HOME: BUSINESS OFFICE	14.49	1900071278
DISTRICT 1	1031310	JUANITA HAMILTON	FOR JOAN DURRETT- JUANITA HAMILTON FOR JOAN DURRETT	CO HOME: BUSINESS OFFICE	303.55	1900071282

DISTRICT 1	1031311	MARGARET HAIGLER	PT RES REFUND/ JRHC RESIDENT MARGARET HAIGLER	CO HOME: BUSINESS OFFICE	154.79	1900071279
DISTRICT 1	1031312	ANITA HEARD FOR MARY HOLT	ANITA HEARD FOR MARY HOLT	CO HOME: BUSINESS OFFICE	244.82	1900071280
DISTRICT 1	1031313	JIMMY ROBERTSON	PT RES REFUND/ JRHC RESIDENT JIMMY ROBERTSON	CO HOME: BUSINESS OFFICE	1,466.88	1900071281
*DISTRICT 1					11,610.74	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SCREWS, BOLTS, DOOR HARDWARE, OIL/BELT LAWNMOWER	R&T: HWAY MAINT-KETONA	133.09	1900071316
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL HAZEMAT FEES, CARRAIGE BOLTS, HINGES, SANDING	R&T: HWAY MAINT-KETONA	145.96	1900071409
*DISTRICT 2					279.05	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CAREER FAIR REGISTRATION	SHERIFF ENFORCE-BHAM	50.00	1900071392
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR TECH SERVICES	SHERIFF ENFORCE-BHAM	100.21	1900071393
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLOCKS AND BATTERIES - CONFERNCE & TRAINING ROOMS	BD OF EQUAL - BHAM STATE	36.37	1900071273
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE FOR APPOINTMENT LETTERS	BD OF EQUAL - BHAM STATE	92.00	1900071285
DISTRICT 3	1001461	BIRMINGHAM REPORTING SVC	ANTHONY SIERRA; DEPOSITION GREG GRAHAM	BD OF EQUAL - BHAM STATE	60.00	1900071661
DISTRICT 3	1030848	JEFFERSON CNTY DIST ATTY'S	MAIL DOCUMENTS TO COURT - DEADLINE	BD OF EQUAL - BHAM STATE	82.48	1900071227
*DISTRICT 3					421.06	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	2012SMA BHM HVY EXERCISE REIMBURSEMENT	EMA	206.67	1900071411
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE	EMA	10.64	1900071410
DISTRICT 4	1019666	ANNETTE DAVIS	SR REIMBURSEMENT - ANNETTE DAVIS	EMA	4,000.00	1900071500
DISTRICT 4	1030688	JOHN J DILL	SR REIMBURSEMENT - JOHN DILL	EMA	2,693.66	1900071501
*DISTRICT 4					6,910.97	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UPS SHIPPING FEE FOR GREASE CONTROL PROGRAM ITEMS	ES: BARTON LAB	14.03	1900070952
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSCREIMBURSEMENT - DR. STEPHEN R. STEINMETZ	PER BD: ADMINISTRATION	10.00	1900071187
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING COST FOR CAMERA'S,KEYPAD,BACKPACKS	ES: TV INSPECTION & GROUT	349.14	1900071203
DISTRICT 5	1000193	JEFFERSON CO TREASURER	JUMPPER CABLES, FLAGS FOR WARRIOR AND TURKEY	ES: TURKEY CREEK WWTP	218.25	1900071084
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHANK;SHREDDERS;PVC MATERIALS;BALL BEARINGS;	ES: FIVE MILE CREEK WWTP	304.40	1900071314
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INSTALLATION CHARGES OF ROTORK ACTUATOR;	ES: FIVE MILE CREEK WWTP	411.75	1900071313
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GRASSLIN TIMER;	ES: FIVE MILE CREEK WWTP	70.00	1900071315
DISTRICT 5	1022924	CHERYL CLARK	ASSESSOR-CHERYLCLARK-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	100.00	1900071529
DISTRICT 5	1022941	EDGAR TOOLEY	ASSESSOR-EDGARTOOLEY-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	406.18	1900071548
DISTRICT 5	1025893	KEN MACINNES	ASSESSOR-KENMACINNES-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	100.00	1900071535
DISTRICT 5	1028789	DEBORAH MILLS	ASSESSOR-DEBORAHMILLS-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	497.71	1900071538
DISTRICT 5	1030645	WILLIAM CALVERT	ASSESSOR-WILLIAMCALVERT-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	180.19	1900071528
DISTRICT 5	1030649	ROBIN GERDES	ASSESSOR-ROBINGERDES-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	208.32	1900071531
DISTRICT 5	1031264	STEVEN BROWN	ASSESSOR-STEVENBROWN-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	376.91	1900071476
DISTRICT 5	1031265	KAREN BYRD	ASSESSOR-KARENBYRD-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	125.00	1900071481
DISTRICT 5	1031266	RYAN CALLAN	ASSESSOR-RYANCALLAN-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	545.39	1900071482
DISTRICT 5	1031267	STEVEN CLARK	ASSESSOR-NIGEALFISHER-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	570.50	1900071491
DISTRICT 5	1031268	JAMES DE LEON	ASSESSOR-JAMESDELEON-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	444.14	1900071483
DISTRICT 5	1031269	NIGEAL STOKES FISHER	ASSESSOR-NIGEALFISHER-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	125.00	1900071484
DISTRICT 5	1031270	CASEY HOLCOM	ASSESSOR-CASEYHOLCOM-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	374.48	1900071492
DISTRICT 5	1031271	JOSHUA JONES	ASSESSOR-JOSHUAJONES-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	666.49	1900071493
DISTRICT 5	1031272	KISHA JONES	ASSESSOR-KISHAJONES-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	365.92	1900071494
DISTRICT 5	1031273	AARON MANIER	ASSESSOR-AARONMANIER-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	250.55	1900071508
DISTRICT 5	1031274	TREVOR MCKIE	ASSESSOR-TREVORMCKIER-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	187.15	1900071509
DISTRICT 5	1031275	PATRICE MCLEAN	ASSESSOR-PATRICEMCLEAN-JUNE2013GRADUATEASSESS	PER BD: TESTING	187.08	1900071510
DISTRICT 5	1031277	MICHAEL NEEPER	SSESSOR-MICHAELNEEPER-JUNE2013GRADUATEASSESS	PER BD: TESTING	175.00	1900071511
DISTRICT 5	1031278	IAN QUAMINA	ASSESSOR-IANQUAMINA-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	125.00	1900071512
DISTRICT 5	1031279	SARAH SOFFER	ASSESSOR-SARAHSOFFER-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	167.12	1900071513
DISTRICT 5	1031280	SHANNON WALDEN	ASSESSOR-SHANNONWALDENR-JUNE2013GRADUATEASSESS	PER BD: TESTING	335.60	1900071514
DISTRICT 5	1031281	DOSHIE WALKER	ASSESSOR-DOSHIEWALKER-JUNE2013GRADUATEASSESSMENT	PER BD: TESTING	439.28	1900071515
DISTRICT 5	1031282	SHAUNDRELLE WATSON	ASSESSOR-SHAUNDRELLEWAT-JUNE2013GRADUATEASSESS	PER BD: TESTING	162.26	1900071516
DISTRICT 5	1031315	CHRIS BROWN	ASSESSOR-CHRISBOWER-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	228.63	1900071524
DISTRICT 5	1031316	HEATH BRUNER	ASSESSOR-HEATHBRUNERR-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	168.85	1900071526
DISTRICT 5	1031318	HUGH HAINS	ASSESSOR-HUGHHAINS-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	100.00	1900071532
DISTRICT 5	1031319	CARLOS HAMPTON	ASSESSOR-CARLOSHAMPTON-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	226.36	1900071533
DISTRICT 5	1031320	RUSSELL HAYDEN	ASSESSOR-RUSSELLHAYDEN-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	100.00	1900071534
DISTRICT 5	1031321	WILLIE JAMES	ASSESSOR-WILLIEJAMES-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	549.96	1900071536
DISTRICT 5	1031322	SPENCER SEARIGHT, JR .	ASSESSOR-SPENCERSEARIGHT-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	176.95	1900071539
DISTRICT 5	1031323	TIM SULLIVAN	ASSESSOR-TIMSULLIVAN-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	282.23	1900071540
DISTRICT 5	1031324	AARON THOMAS	ASSESSOR-AARONTHOMAS-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	202.15	1900071547
DISTRICT 5	1031326	GLORIA WILSON	ASSESSOR-GLORIAWILSON-2013FIREFIGHTERASSESSMENT	PER BD: TESTING	497.71	1900071549
DISTRICT 5	1031368	TINA PAPAJESKI	REFUND FOR OVERPAYMENT & FB L 4-62617981(D)	FINANCE SEWER SERVICES	28.95	1900071487
DISTRICT 5	1031369	BERT SIEGEL	REFUND FOR OVERPAYMENT & FB I 4-20420(D)	FINANCE SEWER SERVICES	26.31	1900071488
DISTRICT 5	1031370	CHUCK HARRIS	REFUND FOR OVERPAYMENT & FB W 0-115507(D)	FINANCE SEWER SERVICES	10.49	1900071489
*DISTRICT 5					11,091.43	
**					30,313.25	
DISTRICT 5		JOHN REGAL	SEWER BACKUP DAMAGE REIMBURSEMENT COSTS	ENVIRONMENTAL SVS	2,060.28	
DISTRICT 5		CAROLYN FINDLEY	SEWER BACKUP DAMAGE REIMBURSEMENT COSTS	ENVIRONMENTAL SVS	1,197.20	
DISTRICT 5		CLYDE BUSH, SR.	SEWER BACKUP DAMAGE REIMBURSEMENT COSTS	ENVIRONMENTAL SVS	360.13	

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the above Unusual Demands be approved.

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

Jul-25-2013-542

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the fiscal year 2012 payments made to Bank of America by wire transfer are hereby ratified

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

Jul-25-2013-543

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the fiscal year 2013 payments made to Bank of America by wire transfer are hereby ratified.

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

Jul-25-2013-544

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the fiscal year 2012 payments made to Jefferson Credit Union by wire transfer are hereby ratified.

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

Jul-25-2013-545

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the fiscal year 2013 payments made to Jefferson Credit Union by check are hereby ratified.

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

Jul-25-2013-546

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 07/02/13 - 07/08/13

1. BIRMINGHAM JAIL AND YOUTH DETENTION CENTER FROM BOB BARKER COMPANY INCORPORATED, FUQUAY-VARINA, NC, TO AWARD BID FOR SHOWER SHOES ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/26/13 - 7/25/14. REFERENCE BID # 102-13R
2. INFORMATION TECHNOLOGY FROM AMBIT SOLUTIONS LLC, BIRMINGHAM, AL, CONTRACT RENEWAL FOR TELECOMMUNICATION EQUIPMENT/INSTALLATION FOR THE PERIOD OF 6/28/2013 6/27/2014. REFERENCE BID # 144-11
3. GENERAL SERVICES - CENTRAL FOOD SERVICE FROM HOBART CORPORATION, BIRMINGHAM, AL, TO PURCHASE DISHWASHING MACHINES, COMMERCIAL PARTS AND ACCESSORIES. SAP PURCHASE ORDER # 2000073562 \$5,879.95 TOTAL
4. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM HY-BON ENGINEERING COMPANY INCORPORATED, MIDLAND, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FREIGHT CHARGES. SAP PURCHASE ORDER # 2000069937 CHANGE ORDER \$163.31 PURCHASE ORDER \$12,027.59 TOTAL

For Week of 07/09/13 - 07/15/13

1. ROADS AND TRANSPORTATION: SIGNAL SHOP & PACA MEMBERS FROM GRAYBAR ELECTRIC, DECATUR, AL, TO AWARD CONTRACT FOR TRAFFIC SIGNALS & RELATED ITEMS ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/15/13 - 8/14/14. GROUPS AWARDED: B, C, E, F AND G. REFERENCE BID # 112-13
2. ROADS AND TRANSPORTATION: SIGNAL SHOP & PACA MEMBERS FROM TEMPLE INCORPORATED, DECATUR, AL, TO AWARD CONTRACT FOR TRAFFIC SIGNALS & RELATED ITEMS ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/15/13 - 8/14/14. GROUPS AWARDED: A, D AND H. REFERENCE BID # 112-13
3. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM HYDRA SERVICE, WARRIOR, AL, TO AWARD CONTRACT FOR FOUR (4) NON-CLOG SUBMERSIBLE RAS PUMPS ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/01/13 - 7/31/14. REFERENCE BID # 110-13A
4. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM BECKMAN COULTER, MIAMI, FL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF HEMATOLOGY REAGENTS &

SUPPLIES FOR DXH 800 TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068343 CHANGE ORDER \$ 4,000.00 REFERENCE BID # 204-10
PURCHASE ORDER \$36,000.00 TOTAL CLARITY CONTRACT #: CON-00001881

5. ROADS AND TRANSPORTATION (BESSEMER) FROM APAC ALABAMA INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR PURCHASE OF ASPHALT (PLANT MIX) ON AN AS NEEDED BASIS THROUGH 3/31/14. (PREVIOUS BID 89-10, NEW BID 67-13) SAP PURCHASE ORDER # 2000068484
CHANGE ORDER \$150,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$251,000.00 TOTAL
6. ROADS AND TRANSPORTATION (BESSEMER) FROM WADE SAND & GRAVEL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR PURCHASE OF GRAVEL AND RIP RAP PRODUCT ON AN AS NEEDED BASIS THROUGH 9/30/13. (PREVIOUS BID 91-12, NMW BID 95-13)
SAP PURCHASE ORDER # 2000068492 CHANGE ORDER \$15,000.00 REFERENCE BID # 95-13
PURCHASE ORDER \$29,000.00 TOTAL
7. ROADS AND TRANSPORTATION (BESSEMER) FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR P OF ASPHALT (PLANT MIX) ON AN AS NEEDED BASIS THROUGH 9/30/13. (PREVIOUS BID 89-10, NEW BW SAP PURCHASE ORDER # 2000068693
CHANGE ORDER \$500,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$800,000.01
8. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM LEICA BIOSYSTEMS RICHMOND INCORPORATED, RICHMOND, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR PURCHASE OF HISTOLOGY SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068802 CHANGE ORDER \$3,000.00
REFERENCE BID # 11-12 PURCHASE ORDER \$6,500.00 TOTAL
9. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM IMMUCOR INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR PURCHASE OF BLOOD BANK SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000069370 CHANGE ORDER \$ 4,500.00 REFERENCE BID # 23-11
PURCHASE ORDER \$26,050.00 TOTAL
10. ROADS AND TRANSPORTATION (KETONA) FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR PURCHASE OF ASPHALT (EMULSIFIED) ON AN AS NEEDED BASIS THROUGH 9/30/13. SAP PURCHASE ORDER # 2000069497 CHANGE ORDER \$ 500,000.00
REFERENCE BID # 66-13 PURCHASE ORDER \$1,300,000.00 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.

Jul-25-2013-547

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

For Week of 07/02/13 - 07/08/13

1. EXCEPT ION FOR COOPER GREEN MERCY HEALTH SERVICES FROM CARE PROFESSIONAL SERVICES INCORPORATED, MOBILE, AL, FOR PAYMENT OF PAST DUE INVOICES FOR COLLECTION SERVICES FROM PAST DUE PATIENT ACCOUNTS FOR CGMH FOR THE PERIOD OF 10/01/10 -9/30/11. AMENDMENT Routed FEBRUARY 6, 2012; NOT EXECUTED. SAP PURCHASE ORDER # 2000073473 \$32,914.62 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.

Jul-25-2013-548

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the weeks of 07/02/13 - 07/08/13 and 7/9/13 - 7/23/2013, 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.

Jul-25-2013-549

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union credit card statements dated May, 2013 and June, 2013.

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

Board of Equalization (8 participants) John Colburn, Kirk Epstein, Keith Fravert, Charles Jones, David Hinkle, Graham Key, Ginger Morris & Roy Stodghill IAAO 101 Fundamentals of Real Appraisals Hoover, AL – September 9-13, 2013	(State funds)	\$4,000
Board of Equalization (5 participants) Lisa Meuse Jane Mardis Robin Henderson Mike Callahan Don McAllister Alabama Assn. of Assessing Officials Summer Conference Mobile, AL – August 13-16, 2013		\$1,089.80 \$1,060.22 \$1,049.69 \$1,063.46 \$1,069.94
Revenue (3 participants) Michael Humber Bruce Thompson Marlin Allen Special Issues for Sales & Use Tax Hoover, AL – July 12, 2013		\$110.00 \$110.00 \$110.00

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

Positions Changes and/or Revenue Changes

1. Fleet Management \$345,000

Increase the fuel budget to cover fuel expenses for all user departments for remainder of fiscal year.

2. Environmental Services \$2,000,000

Increase the legal budget to cover the cost of legal fees deducted by the Bank of New York from the Jefferson County Depreciation Fund.

Other Budget Transactions

3. Cooper Green Mercy Health Services \$13,200

Shift funds and add purchasing memorandum to purchase a Wescor Aerospray stat slide stainer.

For Information Only

4. Personnel Board \$49,289

Shift funds and add purchasing memorandum to purchase a Cisco Catalyst Port for the wireless upgrade.

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

Jul-25-2013-550

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Teklinks, Inc. to provide Cisco IronPort subscription and maintenance support for SPAM blocking, anti-virus & malware protection and email encryption for the period September 1, 2013 - August 30, 2014 in the amount of \$39,266.60. CON00005363

THIS AGREEMENT entered into this 1st day of August 2013, by and between Jefferson County Alabama hereinafter called "the County", and Teklinks, Incorporated, hereinafter called "the Contractor", located at 201 Summit Parkway, Birmingham, AL 35209. The effective date of this agreement shall be September 1, 2013.

WHEREAS, the County desires to contract for Cisco IronPort Subscription -and Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County Commission ITB 119-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response form Teklinks, Inc., constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A (on file in the Minute Clerk's Office).
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on August 30, 2014, with the option to renew for two (2) additional one (1) year terms.
4. **COMPENSATION:** \$39,266.60
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard

to race, creed, color, sex, national origin, .religion or handicap.

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

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

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

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

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

15. 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.

No Numbers 16 or 17 on agreement.

18. 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.

19. 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.

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

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

Jefferson County Commission

Teklinks, Inc.

W.D. Carrington

Authorized Signature

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

Jul-25-2013-551

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 4 to the agreement between Jefferson County, Alabama and Kone, Inc. to assign the existing contract with Elevator Maintenance & Repair, Inc. to Kone, Inc. due to purchase of company.

Contract Amendment No. 4

THIS AMENDMENT TO CONTRACT entered into this 26th day of October, 2010 between Jefferson County, Alabama, hereinafter called "the County", and Elevator Maintenance and Repair (EMR) to provide Elevator Maintenance and Service.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

The contract between the parties which was approved by the Jefferson County Commission in the Purchasing Report on October 26, 2010, recorded in minute book 160, amended December 20, 2012, and recorded in minute book 164, page 243, is hereby amended to reflect the following:

Amendment No. 4;

Kone, Inc. has purchased the Alabama operations of Elevator Maintenance & Repair, Inc. The County agrees to reassign the remainder of the existing contract, May 1, 2013, through October 31, 2013, to Kone, Inc. The thirty-one (31) elevators under contract are groups 1, 2 and 4 (see attached list). The cost of services for these groups will remain the same.

The new contact information for dispatch and payment is:

Kone, Inc.

265 Lyon Lane

Birmingham, AL 35211

Office 205-944-1032

Dispatch 877-276-8691

Fax 205-944-1131

All other terms and conditions of the original contract between Kone and the County shall remain the same.

JEFFERSON COUNTY COMMISSION

W. David Carrington, President

CONTRACTOR

Jeff McNorton, Service Manager

Kone, 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.

Jul-25-2013-552

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 Johnson Controls, Inc. to adjust the contract to remove Jefferson Rehabilitation & Health Center from scope of work for building automation controls.

Contract Amendment No. 1

This Amendment to Contract entered into the 24th day of August, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County", and Johnson Controls, Inc to provide maintenance and management of proprietary building automation controls.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

The contract between the parties with was approved by the Jefferson County Commission in the Purchasing Report on 25th day of September, 2012, recorded in minute book 163, page 562 is hereby amended to reflect the following:

Amendment No. 1; Due to the change of ownership of the Jefferson Rehabilitation and Health Center facility located at 200 NORTH PINE HILL ROAD 35217, there will be a reduction in the scope of services provided by Johnson Controls, Inc. Johnson Controls, Inc. agrees to reduce the cost of the 1st year of the contract sum by \$3,503.67 (\$608,780 to \$605,276.33), the 2nd year by \$10,826.33 (\$627,048 to \$616,217) and the 3rd year by \$11,151.12 (\$645,854 to \$634,702.88).

All other terms and conditions of the original contract between Johnson Controls, Inc. and the County will remain the same.

JEFFERSON COUNTY COMMISSION

W. David Carrington, President

CONTRACTOR

Tim Moody, Account Manager

Johnson Controls, 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.

Jul-25-2013-553

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 Johnson Controls, Inc. to adjust the contract to remove Jefferson Rehabilitation & Health Center from scope of work for chiller maintenance.

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of April, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County", and Johnson Controls, Inc. to provide Basic Chiller Preventive Maintenance and Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

The contract between the parties which was approved by the Jefferson County Commission in the Purchasing Report on May 22, 2012, recorded in minute book 163 is hereby amended to reflect the following:

Amendment No. 1; Due to the change of ownership of the Jefferson Rehabilitation and Health Center facility located at 200 NORTH PINE HILL ROAD 35217, there will be a reduction in services provided by Johnson Controls, Inc. The County wishes to remove the three (3) chillers from the scope of work within this agreement. Johnson Controls, Inc. agrees to reduce the cost of the 2nd year of the contract sum by \$8,543 (from \$110,954 to \$102,411) and the 3rd year by \$8,799.29 (from \$115,392 to \$106,592.71).

All other terms and conditions of the original contract between Johnson Controls, Inc. and the County will remain the same.

JEFFERSON COUNTY COMMISSION

W. David Carrington, President

CONTRACTOR

Kerry Keeling, Service Manager

JCI, 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.

Jul-25-2013-554

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Commercial Lease between Jefferson County, Alabama and Jefferson Credit Union to reduce the rentable square footage from

approximately 6,424 to approximately 1,600 per year.

AMENDMENT NO. 1 TO COMMERCIAL LEASE

Amendment No. 1 to the Commercial Lease between the Jefferson County Commission and Jefferson Credit Union dated May 1, 2001, and approved by Jefferson County Commission on June 29, 2001, MB 133, pages 375-376.

This Amendment reduces the rentable square footage to 1540 square feet and 120 square feet of storage space. The new amount of this lease will be 1540 square feet multiplied by \$12.50 /sq. ft. plus 120 square feet multiplied by \$3.50 /sq. ft. equaling \$19,670 (nineteen thousand, six hundred seventy dollars) per year. Jefferson Credit Union shall pay the cost of closing the cased opening between existing lobby and the office area as indicated on ATTACHMENT "A" (on file in the Minute Clerk's Office), per County Specification.

All other lease terms shall remain in effect. The effective date of this amendment will be August 1, 2013. Should delays occur in construction of the Credit Union's new facility, the county shall extent the effective date of this amendment on a monthly basis and the Credit Union will continue to pay the existing lease amount at the existing lease rates until such time that Credit Union vacates the currently occupied area.

IN WITNESS WHERE OF, the parties have executed this agreement the 25th day of 2013.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President, Jefferson County Commission

LEASEE

Charlie Faulkner, President Jefferson Credit Union

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

Jul-25-2013-555

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Pleasant Grove for the CDBG-DR debris removal and demolition activities relating to the April 2011 tornado. No funding is associated with this agreement.

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

Jul-25-2013-556

WHEREAS, Lawson State Community College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Lawson State Community College for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Jul-25-2013-557

WHEREAS, Lawson State Community College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Lawson State Community College for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Jul-25-2013-558

WHEREAS, Jefferson State Community College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jefferson State Community College for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Jul-25-2013-559

WHEREAS, Jefferson State Community College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jefferson State Community College for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Jul-25-2013-560

WHEREAS, Virginia Community College desires to provide occupational training to Adult participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Virginia College for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Jul-25-2013-561

WHEREAS, Virginia College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Virginia College for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Jul-25-2013-562

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with the Jefferson County Committee for Economic Opportunity (JCCEO) for Program Year 2013. JCCEO will use the Head Start Program to train, mentor, and provide internships and apprenticeships to the 50 participants. The agreement is in the amount of \$481,008.97 and is for the period July 1, 2013 through June 30, 2014.

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

Jul-25-2013-563

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with the Construction Education Foundation of Alabama (CEFA) for Program Year 2013. CEFA will teach NCCER Level 1 Carpentry with additional time spent on multiple trade training for 30 participants. The agreement is in the amount of \$143,832.00 and is for the period July 1, 2013 through June 30, 2014.

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

Jul-25-2013-564

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification Number 1 to Agreement No. 2-4-30-15-18 with St. Vincent's Hospital d/b/a Jeremiah's Hope. The modification extends the agreement from June 30, 2013 to December 1, 2013. All other terms and conditions of the original agreement remain the same.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County" and St. Vincent's Hospital Birmingham, d/b/a Jeremiah's Hope Academy, hereinafter called "the Contractor" for grant allocation WIA Out of School Youth Program. The effective date of this agreement shall be 7/21/2012 through the termination/completion date of December 1, 2013.

WITNESSEH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on July 17, 2012 in Minute Book 163, Page(s) 360, is hereby amended as follows:

The purpose of Modification #1 is to extend the contract end date from 6/30/2013 to 12/1/2013 to permit additional term of WIA Out of School Youth Program students to be enrolled in Jeremiah's Hope Academy. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

Contractor

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

Jul-25-2013-565

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Southeastern Sealcoating, Inc., for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI) The modification is to modify the scope to include additional undercutting/excavation and backfill, and also to eliminate from the scope Bituminous Treatment A and G and Existing Pavement. The cost of the backfill shall be at a unit price, 578.60/tns @ 21.56/tn for a cost of \$12,474.62. The excavation shall be at a unit price, 50/cubic yards @ \$20.00/cy for a cost of \$1,000.00. The total cost for the scope increase shall be \$13,474.62. The cost being eliminated for Bituminous Treatment A shall be at a unit price, 2265/square yards @ \$1.32 for a cost of \$2,989.80. The cost being eliminated

for Bituminous Treatment G shall be at a unit price, 1167/gallon @ \$4.70 for a cost of \$5,484.90. The cost being eliminated for Existing Pavement shall be at a unit price, 1000/square yards @ \$5.00 for a cost of \$5,000.00. The total cost for eliminations shall be \$13,474.62.

The total cost for this Modification shall be \$0 and the contract amount shall remain the same for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI). This modification shall also increase the days for construction an additional 55 days. The new contract date shall be September 9, 2013. All other conditions and terms shall remain the same. This project is from the 2010 program year.

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

Jul-25-2013-566

BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign an agreement between Jefferson County, Alabama and CGI Communications, Inc. CGI Communications will provide videos to showcase various aspects of Jefferson County including community development activities. The contract is for two years and is effective from execution of the agreement. Jefferson County will assume no cost or liability for this project.

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

Jul-25-2013-567

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Consolidated Plan and an annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the Jefferson County 2013 One-Year Action Plan; and

WHEREAS, Jefferson County expects to receive \$1,766,008.00 in CDBG funds, \$5,000.00 in CDBG program income; \$587,213.00 in HOME funds, \$129,623 in County match (In-Kind), and \$100,000.00 in HOME program income; \$119,773.00 in federal ESG funds, and \$119,773.00 in ESG Match funds, making a total of \$2,827,390.00 in funds available for Program Year 2013-14; and

WHEREAS, The Office of Community & Economic Development has developed a budget and 2013 Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the 2013 One-Year Action Plan, Standard Forms 424, and Consolidated Plan Certifications for 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.

Jul-25-2013-568

RESOLUTIONS OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA
CONSENTING TO CERTAIN BROWNFIELD ABATEMENTS WITH RESPECT TO A PROJECT
IN FAVOR OF CONSOLIDATED PIPE & SUPPLY COMPANY, INC.

WHEREAS, the County Commission of Jefferson County (the "Commission") is authorized to consent to tax abatements as permitted

by the Brownfield Development Tax Abatement Act, codified as Ala. Code if 40-9C-1 et seq. (the "Brownfield Development Tax Abatement Act"); and

WHEREAS, Consolidated Pipe & Supply Company, Inc. (the "Company") has aired as of March 15, 2013 and is the process of renovating and remediating a certain manufacturing plant on rest property in Jefferson County (the "Project Site") in order to operate a specialty pipe coating business, the cost of the project including improvements is estimated to be at or above \$7,850,000 (the "Project"), said Project to be located on real property within the corporate city limits of the City of Bessemer, Alabama (the "City's as described in the Tax Abatement Agreement entered into between the City and the Company (the "Tax Abatement Agreement"); and

WHEREAS, after extensive testing and conditioned on finalization of certain remediation steps taken by the Company at the Project Site, the Alabama Department of Environmental Management ("ADEM") has approved of the plan for environmental cleanup of the Project Site under ADEM's Voluntary Clean Up Program as of June 26, 2013, subject to a thirty-day comment period; and

WHEREAS, such final approval of the plan for environmental remediation under ADEM's Voluntary Clean-Up Program at the Project Site is a condition to the submission of the Project to qualifying governmental entities, including the City, for consideration of potential tax incentives under the Brownfield Development Tax Abatement Act; and

WHEREAS, the Brownfield Development Tax Abatement Act, and specifically ALA CODE § 409C-5(b)(1) requires the Commission to consent to the City's granting of the abatement of any Jefferson County taxes pursuant to the Tax Abatement went;

WHEREAS, the Project qualifies and will be operated by the Company on real property meeting the definition of "brownfield development property" provided in ALA. CODE § 40-903(2); and

WHEREAS, the terms of such abatement considered or to be considered by the City shall be set forth in the Tax Abatement Agreement; and

WHEREAS, the Company has presented an application to the City with respect to the proposed tax abatements, which has been received and acknowledged by the City; and

WHEREAS, the Project is scheduled far consideration of approval of proposed tax abatements by the City, contemporaneously with this consent by the County, and

WHEREAS, a copy of the Tax Abatement .Agreement has been presented to the Commission.

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

As an inducement for the Company to incur the expense of environmental remediation at the Project Site in accordance with the requirements finder ADEM's Voluntary Clean-Up Program, as a further inducement for the Company to incur expense of upgrading and rendering the Project Site operational in order to engage in a lawful business in the County, and as a further inducement for the Company to hire additional local full-time employees for operation of the Project, the Commission does hereby consent to the consideration of the grant of certain County non-educational construction-related sales/use and property taxes by the City as provided under the Brownfield Development Tax Abatement Act for the benefit of the Company, as provided in the Tax Abatement Agreement.

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

Jul-25-2013-569

WHEREAS, the Alabama Department of Senior Services has award Jefferson County, Alabama, through the Office of Senior Citizen Services, Enhanced Seed Activity Funds (Contract # 00005057); and

WHEREAS, these funds will be used to provide outreach activities at senior centers; and

WHEREAS, this one-time increase in funds will be added to the budgets of the below listed senior centers for FY2012/2013.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept Enhanced Seed Activity Funds from the Alabama Department of Senior Services and to authorize execution of amendments to agreements with the following senior centers.

A. New Hope Baptist Church - \$650

B. City of Hueytown - \$500

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

Jul-25-2013-570

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Senior Community Service Employment Program (SCSEP) Sponsor Agreement between Jefferson County, Alabama and Senior Services America, Inc. to accept grant funding in the amount of \$649,937 (\$575,257-federal/\$74,873 match) under Title V of the Older American Act of 1965 for the training of senior workers for 69 positions for the period July 1, 2013 to June 30, 2014.

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

Jul-25-2013-571

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Senior Services to accept grant funding in the amount of \$246,589 (\$221,930-federal/\$24,659 match) under Title V of the Older American Act of 1965 for the training of twenty four (24) senior workers for the period July 1, 2013 to June 30, 2014.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, August 15, 2013.

President

ATTEST

Minute Clerk