

STATE OF ALABAMA)

JEFFERSON COUNTY) August 29, 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 Brown seconded by Commissioner Knight that the Minutes of August 15, 2013, be approved. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

The Commission met in Work Session on August 27, 2013, and approved the following items to be placed on the August 29, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4, plus an additional item for Cooper Green Mercy Health Services.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 11, plus two additional items for Community Development and two additional items for the Office of Senior Citizen Services..
- Commissioner Carrington, Administrative Services Committee - Items 1 through 3.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 22.

A Public Hearing was held to receive comments on the request from DRE Eastwood, L.L.C. for vacation of an abandoned sanitary sewer line in right of way - Cooper Hill Sanitary Sewer Line S-10. There being no comments, the Commission took the following action.

Aug-29-2013-634

WHEREAS, DRE Eastwood, L.L.C. is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

That certain 10 foot wide Sanitary Sewer Right-of-Way described in Deed 6316 Page 481 as recorded in the Office of the Judge of Probate for Jefferson County, Alabama, and being more particularly described as follows; A 10-foot easement for sanitary sewers located in the Northeast Quarter of the Southwest Quarter of Section 26, Township 17 South, Range 2 West, located 5 feet on each side of the following described centerline: Begin at a point on the northwest right-of-way line of Montclair Road 5 feet east of the west line of the Northeast Quarter of the Southwest Quarter of Section 26, Township 17 South, Range 2 West, for a point of beginning of said centerline; thence north along a line lying 5 feet east of and parallel to the said west line of the Northeast Quarter of the Southwest Quarter of Section 26, Township 17 South, Range 2 West to the north line of said quarter-quarter section.

Also, the north 10 feet of the east 100 feet of the Northwest Quarter of the Southwest Quarter of Section 26, Township 17 South, Range 2 West.

Said easement lying on Lot 4-A according to a Resurvey of Lot 4 Eastwood Village as recorded in Map Book 237, page 34, in the Probate Office of Jefferson County, Alabama and lying on Lot 5 according to the Second Amended Plat of Eastwood Village as recorded in Map Book 225, page 29 in the Probate Office of Jefferson County, Alabama.

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

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein,

convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

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

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

Aug-29-2013-635

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:
Kenneth Bailey, Sheriff's Office was granted a military leave of absence from July 13, 2013 to August 6, 2013 and the amount of pension contributions due Kenneth Bailey is \$171.11 plus the County matching contributions of \$171.11 for a total of \$342.22.

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

Aug-29-2013-636

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

Agreement with Business Software, Inc. to provide BSI Tax Factory software, which is required for running the payroll module in the Lawson System, support for the period July 20, 2013 - July 19, 2014 in the amount of \$9,029.47.

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

Aug-29-2013-637

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 Infor (U.S.) Inc. to provide annual maintenance for the Infor EAM Enterprise Editions-SQL asset management software for a period of one year in the amount of \$4,954.63.

CONTRACT NO.: 5058

Amendment No. 1

Amendment No. 1 ("Amendment") to Contract No. 0248*, Software Support Agreement ("Support Agreement") between Jefferson County, Alabama ("County" or "Licensee"), and Infor (U.S.), Inc., successor-in-interest to Infor Global Solutions (Michigan), Inc. ("Infor") executed by Infor on June 9, 2010, and County on June 22, 2010, and per the terms and conditions of said Support Agreement to provide access to Infor's support helpline, to provide updates, enhancements, or modifications to the then current software (that are not separately priced or licensed as new products), and to correct or circumvent documented defects. In the event that any provision of this Amendment and any provision of the Support Agreement is inconsistent or conflicting, the inconsistent or conflicting provision of this Amendment shall be and constitute an amendment of the Support Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Support Agreement. Any terms not otherwise defined herein shall have the meanings as ascribed to them in the Support Agreement.

WITNESSETH:

WHEREAS, the County desires to amend the Support Agreement and to comply with Alabama Code Section 31-13-9;

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

The original Support Agreement between the parties referenced above was approved by the Jefferson County Commission on June 22, 2010, and recorded in the MB 160, Page 107, is hereby amended as follows:

Statement of Compliance with Alabama Code Section 31•13-9, as set-forth below:

The contracting parties affirm; for the duration of the Support 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.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

INFOR (U.S.), INC.

Susan Erdely

Director, Contacts Management

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
8/29/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TWO TROWELS FOR CARPENTERS	GEN SVCS: ADMIN	34.62	1900072116
*DISTRICT 1					34.62	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CHALK, PLUMBING SUPPLIES, PARKING FEES, PROPANE	R&T: HIWAY MAINT-BESS	62.80	1900072183
DISTRICT 2	1000193	JEFFERSON CO TREASURER	RAIN GAUGES, CLEANING SUPPLIES, & OIL	R&T: HIGHWAY ENG & CONST	95.34	1900072036
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BOLTS FOR GUARDRAIL, FUSES - CAMP KETONA	R&T: HIWAY MAINT-KETONA	221.84	1900072226
*DISTRICT 2					379.98	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	LEVIES PROBATED	SHER ENFORCE-BESS	64.00	1900068683
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDED LEVY	SHER ENFORCE-BESS	16.00	1900069736
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDED LEVY	SHER ENFORCE-BESS	16.00	1900071696
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB POSTAGE - CENTER POINT - 9.20	REVENUE	9.20	1900071164
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERIES/ PLYWOOD	SHER CORRECT-BHAM	75.23	1900072151
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPLACE BROKEN CELL PHNE CASE	INFO TECHNOLOGY	34.99	1900071967
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE - TO AND FROM BESSMER UNIT/DIVISION	BD OF EQUAL - BHAM STATE	155.52	1900072150
DISTRICT 3	1003283	FEDERAL EXPRESS	2011 INVOICE ACCT #1323-3625-3	INFO TECH: TECH SERVICES	148.53	1900072186
DISTRICT 3	1003283	FEDERAL EXPRESS	2011 INVOICE ACCT #1323-3625-3	INFO TECH: TECH SERVICES	68.32	1900072188
*DISTRICT 3					587.79	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/EQUIPMENT FOR RESIDENTS AND STAFF	YOUTH DET: SUPPORT SVCS	146.26	1900072117
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	81.06	1900072118
DISTRICT 4	1029611	LINDA E BROWN	SR REIMBURSEMENT - LINDA E BROWN	EMA	4,000.00	1900072109
DISTRICT 4	1030779	GARY M CRAIG	SR REIMBURSEMENT - GARY CRAIG	EMA	3,971.25	1900072074
*DISTRICT 4					8,198.57	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MATERIALS & SUPPLIES	ES: SANITATION ADMIN	35.99	1900070728
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSCREIMBURSEMENT - SGT. JAMES. B. MILLER	PER BD: ADMIN	10.00	1900071190
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SUPPLIES, WHEELS, DUSTER	ES: TRUSSVILLE WWTP	83.48	1900071906
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POWER OUTLET;UPS BATTERY BACK-UP;BULBS;AC PARTS;	ES: INSTRUMENT SHOP	387.19	1900072113
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MINI-SPLIT TOOL KIT	ES: VILLAGE ELECT SHOP	329.00	1900072115
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PORTABLE UNIT;	ES: FIVE MILE CREEK WWTP	450.00	1900072152
DISTRICT 5	1000193	JEFFERSON CO TREASURER	APC BATTERY;KEYS;TAPE;	ES: FIVE MILE CREEK WWTP	289.73	1900072153
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USB;KYPAD DIS;TORQUE BOX;	ES: INSTRUMENT SHOP	423.99	1900071950
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRAINING MANUAL	ES: VILLAGE CREEK WWTP	128.75	1900071997
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DEWALT DRILL;	ES: FIVE MILE CREEK WWTP	119.00	1900071943
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TAPE;NUTS;INK CARTRIDGE;KEY;STEP;PLUG;CITRA CLEAN;	ES: FIVE MILE CREEK WWTP	389.29	1900071942
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHART RECORDER AND GRADE 4OPERATOR LICENSE	ES: TURKEY CREEK WWTP	165.00	1900072000
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1/4 INCH SOCKETS	ES: TURKEY CREEK WWTP	67.91	1900072125
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DISPLAY SCREEN, RED PINS, IGNITOR, TOWELETES	ES: VILLAGE CREEK WWTP	578.36	1900072184
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECT.TAPE;LIGHT;DIGITAL CALIPER;OIL;BEARINGS;	ES: FIVE MILE MAINT SHOP	380.23	1900071971
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MUFFIN MONSTER COUPLINGS,MAC 3 WAY VALVES	ES: PACK WWTP & PUMP ST	354.56	1900072185
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KYPAD DIS;	ES: VILLAGE ELECTRICAL SHOP	450.00	1900071949
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASKETS AND FITTING FOR HOSES	ES: LEEDS WWTP	5.10	1900071964
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY BACK-UPS & CORE DEPOSIT FOR 5-MILE CREEK	ES: FIVE MILE CREEK WWTP	275.76	1900071965
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY BACK-UPS & CORE DEPOSIT FOR 5-MILE CREEK	ES: FIVE MILE CREEK WWTP	275.76	1900071966
DISTRICT 5	1000193	JEFFERSON CO TREASURER	5/16" BOLTS,LOPPING SHEARS,3VX670 V-BELT,SQ D STAR	ES: PACK WWTP & PUMP STA	310.40	1900072035
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENT	PER BD: TRAINING	229.96	1900072079
DISTRICT 5	1018898	JOHN CONLEY	ASSESSOR-JOHNCONLEY-2013POLICEPILOT	PER BD: TESTING	166.01	1900072334
DISTRICT 5	1029262	JOSEPH SAMPSON	ASSESSOR-JOSEPH SAMPSON-2013POLICEPILOT	PER BD: TESTING	174.44	1900072330
DISTRICT 5	1030878	CHRISTOPER BORN	ASSESSOR-CHRISTOPHERBORN-2013POLICEPILOT	PER BD: TESTING	605.55	1900072333
DISTRICT 5	1030880	HOLLY PEREZ	ASSESSOR-HOLLYPEREZ-2013POLICEPILOT	PER BD: TESTING	125.00	1900072332
DISTRICT 5	1030884	EDDIE WILDER	ASSESSOR-EDDIEWILDER-2013POLICEPILOT	PER BD: TESTING	141.02	1900072331
DISTRICT 5	1031449	DON SPRINGER	REFUND FOR OVERPAYMENT & FB W 0-106243(D)	FINANCE SEWER SERVICES	7.50	1900072201
DISTRICT 5	1031450	JOE KING &/OR HERMAN L KING	REFUND FOR OVERPAYMENT & FB W 0-51727(D)	FINANCE SEWER SERVICES	10.00	1900072192
DISTRICT 5	1031451	CYNTHIA C SCHRAMM	REFUND FOR OVERPAYMENT & FB W 0-6334(D)	FINANCE SEWER SERVICES	19.28	1900072191
DISTRICT 5	1031452	CLINTON WHITE	REFUND FOR OVERPAYMENT & FB W 0-69726(D)	FINANCE SEWER SERVICES	18.00	1900072193
DISTRICT 5	1031453	T J GEORGE	REFUND FOR OVERPAYMENT & FB W 0-79538(D)	FINANCE SEWER SERVICES	12.00	1900072194
DISTRICT 5	1031454	JOY MISSO	REFUND FOR OVERPAYMENT & FB W 0-82789(D)	FINANCE SEWER SERVICES	29.98	1900072195
DISTRICT 5	1031455	CHRIS N WATSON	REFUND FOR OVERPAYMENT & FB W 0-86901(D)	FINANCE SEWER SERVICES	47.49	1900072197
DISTRICT 5	1031456	KIM BOWMAN	REFUND FOR OVERPAYMENT & FB W 0-93185(D)	FINANCE SEWER SERVICES	52.95	1900072198
DISTRICT 5	1031457	MARKEITH MCGHEE	REFUND FOR OVERPAYMENT & FB W 0-106308(D)	FINANCE SEWER SERVICES	12.69	1900072202
DISTRICT 5	1031459	RICHARD PEYTON	REFUND FOR OVERPAYMENT & FB W 0-99717(D)	FINANCE SEWER SERVICES	10.00	1900072199
DISTRICT 5	1031460	RONNIE GATREY	REFUND FOR OVERPAYMENT & FB W 0-85732(D)	FINANCE SEWER SERVICES	103.40	1900072196
DISTRICT 5	1031461	BARBARA COX	REFUND FOR OVERPAYMENT & FB W 0-103080(D)	FINANCE SEWER SERVICES	24.81	1900072200
DISTRICT 5	1031463	TAMMY J THOMAS	REFUND FOR OVERPAYMENT & FB W 0-12328(D)	FINANCE SEWER SERVICES	68.10	1900072268
DISTRICT 5	1031464	PERRY COOK	REFUND FOR OVERPAYMENT & FB W 0-109246(D)	FINANCE SEWER SERVICES	21.15	1900072269
DISTRICT 5	1031465	CAROLYN JESSEN	REFUND FOR OVERPAYMENT & FB W 0-109487(D)	FINANCE SEWER SERVICES	17.48	1900072270
DISTRICT 5	1031466	AMIE DODD	REFUND FOR OVERPAYMENT & FB W 0-95578(D)	FINANCE SEWER SERVICES	14.50	1900072271
DISTRICT 5	1031467	LANCE LEBRUN	REFUND FOR OVERPAYMENT & FB W 0-78269(D)	FINANCE SEWER SERVICES	14.87	1900072272
DISTRICT 5	1031473	NICK DYER	REFUND FOR OVERPAYMENT & FB W 0-106200(D)	FINANCE SEWER SERVICES	22.68	1900072273
DISTRICT 5	1031476	NEAL FREEMAN	REFUND FOR OVERPAYMENT & FB W 0-76762(D)	FINANCE SEWER SERVICES	17.00	1900072274
*DISTRICT 5					7,475.36	

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16,676.32

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

Aug-29-2013-638

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 8/06/13 - 08/12/13

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES INCORPORATED, TRUSSVILLE, AL, TO AWARD BID FOR FUEL SITE MAINTENANCE - TO PURCHASE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 107-13
2. ENVIRONMENTAL SERVICES FROM THE ESHELMAN COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR UV PARTS FOR PRUDES WWTP - TO PURCHASE ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/29/13 - 8/28/14. REFERENCE BID # 134-13
3. YOUTH DETENTION CENTER AND PACA FROM BIRMINGHAM COCA COLA, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SOFT DRINKS - TO PURCHASE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 84-11
4. ROADS & TRANSPORTATION AND PACA FROM HELENA CHEMICAL, ATLANTA, GA, CONTRACT RENEWAL FOR HERBICIDE - TO PURCHASE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 3-12R
5. ENVIRONMENTAL SERVICES FROM HANSON PIPE & PRE-CAST, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SEWER MANHOLE COMPONENTS - TO PURCHASE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. YEAR TWO (2) OF BID. REFERENCE BID # 44-13
6. ROADS & TRANSPORTATION (BESSEMER) FROM HANSON PIPE, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR THE PURCHASE OR CONCRETE PIPE ON AN AS NEEDED BASIS THROUGH 9/30/13. SAP PURCHASE ORDER # 2000068198 CHANGE ORDER \$15,000.00 REFERENCE BID # 86-12 PURCHASE ORDER \$55,000.00 TOTAL
7. ROADS & TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES, TRUSSVILLE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY FOR GASOLINE AND DIESEL FUEL FOR THE REMAINDER OF THE FISCAL YEAR PERIOD 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000070797 CHANGE ORDER \$ 344,000.00 REFERENCE BID # 110-10 PURCHASE ORDER \$3,068,365.47 TOTAL
8. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM KAMAN INDUSTRIAL, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR UHMW LINERS TO COVER FREIGHT CHARGES. SAP PURCHASE ORDER # 2000072274 CHANGE ORDER \$ 400.00 PURCHASE ORDER \$9,338.38 TOTAL

AMENDMENT NO. 1

For Week of 08/06/13 - 08/12/13

To amend from:

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES INCORPORATED, TRUSSVILLE, AL, TO AWARD BID FOR GASOLINE, DIESEL & FUEL SERVICES ON AN AS NEEDED BASIS BY USER DEPARTMENTS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 106-13

To amend to:

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES INCORPORATED, TRUSSVILLE, AL, TO AMEND THE CONTRACT PERIOD FROM 10/01/2013 - 9/30/2014 TO 10/01/2013 - 9/30/16 TO PROVIDE GASOLINE, DIESEL & FUEL SERVICES TO BE ORDERED AS NEEDED BY USER DEPARTMENTS. REFERENCE BID # 106-13

AMENDMENT NO. 2

For Week of 08/06/13 - 08/12/13

To amend from:

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES INCORPORATED, TRUSSVILLE, AL, TO AWARD BID FOR FUEL SITE MAINTENANCE - TO PURCHASE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 107-13

To amend to:

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES INCORPORATED, TRUSSVILLE, TO AMEND AWARDED CONTRACT FROM 10/01/2013 - 9/30/2014 TO 10/01/2013 - 9/30/2016 TO PROVIDE FUELING SITE MAINTENANCE TO BE ORDERED AS NEEDED BY USER DEPARTMENT. REFERENCE BID # 107-13
For Week of 8/13/13 - 08/19/13
1. WORKFORCE DEVELOPMENT FROM EAGLE CLEANING SERVICES INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR CUSTODIAL SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/30/2013 - 8/29/2014. REFERENCE BID # 124-13
2. GENERAL SERVICES (BULK STORES) FROM PRIME SOURCE SERVICES LLC, MONSEY, NY, CONTRACT RENEWAL TO PURCHASE VINYL EXAM GLOVES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. REBID IN 2015. REFERENCE BID # 159-12
3. GENERAL SERVICES (BULK STORES) FROM LABSOURCE/ GLOVE PLANET, CHICAGO, IL, CONTRACT RENEWAL TO PURCHASE LATEX GLOVES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. REBID IN 2015. REFERENCE BID # 159-12
4. JEFFERSON COUNTY CORONER FROM STEEL CITY MORTUARY, SUMITON, AL, CONTRACT RENEWAL FOR TRANSPORT/DEAD BODY PICKUP SERVICES AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/15 PER BID. REFERENCE BID # 162-12R
5. JEFFERSON COUNTY CORONER FROM SALAM INTERNATIONAL, LAGUNA NIGUEL, CA, CONTRACT RENEWAL FOR PURCHASE OF CADAVER TRANSPORT BAGS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 16-13
6. COOPER GREEN MERCY HEALTH SERVICES FROM LINDE GAS NORTH AMERICA LLC, CHICAGO, IL, CONTRACT RENEWAL TO PURCHASE MEDICAL GASES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 20-13
7. ENVIRONMENTAL SERVICE - WWTP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, TO EXTEND BID FOR FLYGT PUMP REPAIRS & PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/15/13 - 9/15/13. NEW BID BEING PUBLISHED. REFERENCE BID # 193-10
8. REVENUE DEPARTMENT - AUDITORS FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE TWO (2) KONICA MINOLTA BIZHUB 423 COPIERS. REFERENCE BID # 150-11 \$6,910.00 TOTAL
9. GENERAL SERVICES: ADMINISTRATION FROM A DI, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELECTRONIC SUPPLIES FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000069256 CHANGE ORDER \$25,000.00 REFERENCE BID # 229-10
PURCHASE ORDER \$75,000.00 TOTAL
10. ROADS AND TRANSPORTATION (BESSEMER) FROM ERGON INCORPORATED, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR THE PURCHASE OF ASPHALT (EMULSIFIED) TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 3/31/14. SAP PURCHASE ORDER # 2000069700 CHANGE ORDER \$22,000.00
REFERENCE BID # 66-13 PURCHASE ORDER \$92,000.00 TOTAL
11. GENERAL SERVICES: ADMINISTRATION FROM SERVPRO OF BIRMINGHAM, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR DISASTER RESTORATION AND RECOVERY:
SAP PURCHASE ORDER # 2000071782 CHANGE ORDER \$ 7,000.00 TCPN # 85034
PURCHASE ORDER \$12,000.00 TOTAL

ADDENDUM NO. 1

For Week of 8/13/13 - 08/19/13

1. ALL JEFFERSON COUNTY FACILITIES - GENERAL SERVICES FROM KONE INCORPORATED, BIRMINGHAM, AL TO EXTEND CONTRACT FOR ELEVATOR MAINTENANCE AND SERVICES FOR THE PERIOD 10/1/13 - 12/31/13
REFERENCE BID 138-10

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

Aug-29-2013-639

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEKS OF 8/6/13 - 8/12/13 and 8/13/13 - 8/19/13, BE AND THE SAME HEREBY IS APPROVED.

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

Aug-29-2013-640

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 8/6/13 - 8/12/13 and 8/13/13 - 8/19/13, be and hereby is approved.

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

Aug-29-2013-641

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union credit card statement closing July 26, 2013.

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

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services - 3 participants

Johnny Weston	\$2,451.61
John Etheridge	\$2,451.61
Gabriel McKinney	\$2,451.61
Electrical Workshop - Basics to Troubleshooting Huntsville, AL – September 23-26, 2013	

Revenue - 2 participants

Michael Humber	\$220.00
Wesley Moore	\$220.00
Sales & Use Tax Auditing Training Class Montgomery & Hoover, AL – September 6 & 20, 2013	

Roads & Transportation - 2 participants

Kelly Watson	\$565.00
Paul Turner	\$565.00
IRWA Ch. 24 SR/WA Review Study Session & Exam Birmingham, AL – October 1-3, 2013	

Storm Water Management Agency - 3 participants

Amanda Elledge	\$995.81
Johanna Burwinkle	\$958.09
Lyn DiClemente	\$966.19
ADEM Requirements (Board Member & presenters)	

Individual Staff Development

Environmental Services

David Denard	\$1,058.58
Meeting with Rating Agencies New York, NY – August 25-26, 2013	

Inspection Services

Michael Thomas	\$287.13
International Code Class on Significant Changes: Accessibility Standard Montgomery, AL – September 19, 2013	

Office of Senior Citizen Services Derry Johnson Annual SE4A Conference Orange Beach, AL – September 22-25, 2013	(grant funds)	\$940.37
Melanie Gamble CMS 2013 National Training Program SHIP Atlanta, GA – September 9-11, 2013		\$424.56
Revenue		
Darrick Williams Sales & Use Tax Auditing Classes Hoover, AL – June 14, 2013		\$110.00
Darrick Williams CROAA Training Class Orange Beach, AL – August 19-22, 2013		\$210.00
Darrick Williams Sales & Use Tax Training Class Hoover, AL – September 20, 2013		\$110.00
Charles Bell CRE Training Hoover, AL – October 11, 2013		\$110.00
Sheriff's Office		
Jeanie Miller 22 nd Annual Homicide Conference Shreveport, LA – October 27-30, 2012		\$539.26
Tax Assessor - Bessemer		
Janet Bell AL VII: International Mapping Class Hoover, AL – November 8, 2013		\$275.00
For Information Only		
Personnel Board Cynthia Holiness Conflict Management Webinar Series – August 15, 2013		\$100.00

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Youth Detention \$27,100

Additional funds and purchasing memorandum to purchase a convection oven and increase food costs.

2. Roads and Transportation \$606,205.72

Shift funds from Roads Fund Balance and add purchasing memorandum to purchase a 2014 bridge inspection truck needed to inspect bridges for ALDOT compliance.

Other Budget Transactions

3. Information Technology \$292,719

Shift funds from capital media to software maintenance to cover maintenance on GIS and Citrix.

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

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

Aug-29-2013-642

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Strategic Allied Technologies for purchase of Cisco network equipment and software for various departments and PACA members for the period August 15, 2013 - August 14, 2014 in an amount not to exceed \$50,000. Purchases will be on an as needed basis as requested and budgeted by the various County departments.

CON00005437

THIS AGREEMENT entered into this 15th day of August 2013, by and between Jefferson County Alabama hereinafter called "the County", and Strategic Allied Technologies, Incorporated, hereinafter called the contractor", located at 15 Southlake Lane, Suite 140, Birmingham, AL 35244. The effective date of this agreement shall be August 15, 2013.

WHEREAS, the County desires to contract for Cisco Equipment and Software 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 126-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response form Strategic Allied Technologies, 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.
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 14, 2014, with the County's option to renew for two (2) additional one (1) year terms.
4. COMPENSATION: The Contractor shall be compensated for Cisco Equipment and Software products less 45.5 discount off Cisco catalog list price.
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.

[sic]

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

Strategic Allied Technologies, Inc.

W. D. Carrington

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

Aug-29-2013-643

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding

of the following described matter and approves or ratifies the action of Mike Hale, in his capacity as Sheriff of Jefferson County, Alabama.

Agreement with New World Systems Corporation to provide software upgrades, new releases, standard maintenance, etc. for the period August 23, 2013 - August 22, 2015 in the amount of \$750,000.

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Jefferson County Sheriff's Office, AL (Customer) sets forth the standard software maintenance support services provided by New World.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 8/23/12 to (end date) 8/22/15.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by New World).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.
- (f) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to Customer by electronic means.

Additional support services are available as requested by Customer using the current hourly rate of \$150/hour or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the Customer and will be remitted to New World upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from New World will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to Customer on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, Customer must notify New World in writing that there is a claimed defect and specify which feature and/or report Customer believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. New World will review the documented notice and when a feature or report does not conform to the published specifications, New World will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
- (b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for Microsoft Server

New World agrees to provide software maintenance at the costs listed below for the following New World Standard Software packages licensed by the Customer:

Application Package	Number of Modules
1. Aegis@ Law Enforcement Records Software	27
2. Aegis@ Public Safety Interface Software	5
3. Aegis@ Corrections Management Software	14
4. Aegis@ Photo Imaging Software	2
5. Aegis@ Data Analysis/Crime Mapping/Mgt Reporting	1

6. Aegis@	Mobile Management Server Software	2
7. Aegis@	Mobile Client Laptop Software	4
8. Aegis@	Aegis Link Software	1
9. Aegis@	Site License	1
10. Aegis@	ESRI Embedded Applications - Upgrades	1

ANNUAL MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
8/23/2012 to 8/22/2013	\$250,000	Due upon signed agreement
8/23/2013 to 8/22/2014	\$250,000	10/1/2013
8/23/2014 to 8/22/2015	\$250,000	10/1/2014

Note: Unless extended by New World, the above costs are available for 90 days after submission of the costs to Customer. After 90 days, New World may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Jefferson County Sheriff's Office, AL
Mike Hale, Sheriff

ACCEPTED BY:

New World Systems Corporation
_____, President

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

Aug-29-2013-644

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Lamar Companies to provide two billboard advertising for a period July 25, 2013 - July 24, 2014 in the amount of \$9,600.

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

Aug-29-2013-645

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Intersystem Corp to provide annual software maintenance and support for Cache Elite subscription for the period March 1, 2013 - February 28, 2014 in the amount of \$46,200.

CONTRACT NO.: 00003973

Contract Amendment No. II

This Amendment to Contract entered into the 1 st day of March, 2013, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "the County, and Intersystem Corporation, hereinafter referred to as the "Contractor" to provide Annual Maintenance and Support for Cache Elite Subscription.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00002176. The original contract between the parties referenced above, was approved by the Commission on July 26, 2011; recorded in MB 162, Page (s) 54-56; Amendment I approved by Commission July 17, 2012, recorded in MB 163, Page 351.

Item 3. Amend Term of Contract: March 1, 2013 through February 28, 2014.

Item 4. Amend Compensation: The Contractor shall be compensated for the annual software maintenance and support a sum of

\$46,200.00.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Intersystem Corporation

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

Aug-29-2013-646

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement Quotation between Jefferson County, Alabama and EMID Millipore to provide service for two (2) Millipore water systems for the period July 1, 2013 - June 30, 2014 in the amount of \$5,048.

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

Aug-29-2013-647

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Addendum to the agreement between Jefferson County, Alabama and Diagnostica Stago, Inc. to change the agreement to an analyzer lease and to order reagents and supplies as needed in the amount of \$48,491.38

ADDENDUM

This Addendum ("Addendum") to the Agreement for the Supply of Reagents & Consumables, Instruments & Service ("Agreement") by and between Diagnostica Stago, Inc., a Delaware corporation ("DSI") and Cooper Green Hospital ("Customer") designated as proposal number MR0131 12 and is dated _____.

WHEREAS, DSI and Customer fully executed the Agreement, on February 21, 2012; and

WHEREAS, DSI and Customer mutually desire to amend the Agreement.

NOW THEREFORE, for valuable consideration, DSI and Customer amend the Agreement as follows:

1. Financial Program Option Change. The Cost Per Reportable Result (CPRR) Finance Program option as delineated on page five (5) of the aforementioned Agreement will be changed to the Fixed Monthly Finance Program option in which the Total Monthly Payment for the Fixed Monthly Billing of the Agreement going forward will be \$3,080.59. There will be forty eight (48) Total Monthly Payments in the foregoing amount commencing on the effective date of July 19, 2013. The Plan B Post Warranty Service plan and the Routine Lot Conversion product, item 08430, will be incorporated into the fixed monthly amount in addition to the STA Compact instruments. Whereas reagent products will be purchased on a cash basis and will not be incorporated into the Fixed Monthly Billing amount.
2. Customer's rights under this Addendum may not be assigned.
3. Except as modified by this Addendum, the Agreement between the parties remains in full force and effect.
4. Both Parties hereby agree not to disclose the subject matter of this Addendum to any person or entity except the employees and attorneys of such party as needed to perform their responsibilities, and except as may be required in connection with any legal proceedings which may be brought in connection with this Addendum or otherwise may be required by any law, statute, or regulatory requirement.
5. This Addendum shall supersede all prior oral and written undertakings, agreements and/or negotiations with respect to the subject matter hereof. Any inconsistencies between this Addendum and the Agreement, shall be resolved in favor of this Addendum.

The person signing below certifies that he/she is duly authorized to enter into agreements on behalf of the Customer.

Cooper Green Hospital

W. D. Carrington, President - Jefferson County Commission

Diagnostica Stago, Inc.

Reginald E. Matthews, Jr., Director of Sales.

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

Aug-29-2013-648

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and GKL Companies, Inc. to provide various roof replacements and repairs at Camp Ketona, Central Laundry and Operations Center in the amount of \$356,900.

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

Aug-29-2013-649

Whereas, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2013, marks the two hundred twenty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and its memorable anniversary, and to recognize the patriotic celebrations which will commemorate it; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

Now, therefore, be it resolved that the Jefferson County Commission hereby proclaim the week of September 17 to 23 as

CONSTITUTION WEEK

and urges all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

Wherefore this Resolution is hereby adopted and signed by the Jefferson County Commission on this the 29th day of August, 2013.

W. D. Carrington, President
George F. Bowman, Commissioner
Sandra Little Brown, Commissioner
T. Joe Knight, Commissioner
James A. Stephens, Commissioner

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

Aug-29-2013-650

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency (“EMA”) Council.

Cooperative Agreement with the Alabama Emergency Management Agency for Fiscal Year 2012 Emergency Management Performance Grants (EMPG) funds in the amount of \$12,000 to provide additional operational funding.

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

Aug-29-2013-651

WHEREAS, the Jefferson County Commission has reviewed the FY2014 Jefferson County Community Corrections Plan; and
WHEREAS, the Commission has been a long-term supporter of UAB TASC and values the services they provide; and
WHEREAS, the Commission believes that all of these programs are important.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the FY 2014 Community Corrections Plan is approved. All Commissioners are authorized to execute a letter of approval addressed to the Alabama Department of Corrections adopting this resolution.

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

Aug-29-2013-652

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a General Sales Contract between Jefferson County, Alabama and E. Craig Martin for property required for animal control. (Exhibit on file in the Minute Clerk's Office)

GENERAL SALES CONTRACT

Birmingham, Alabama

August-, 2013

The Undersigned Purchase, Jefferson County, hereby agrees to purchase and the Undersigned Seller, E. Craig Martin, hereby agrees to sell the following described real estate, and except for those property items reserved by Seller, together with all improvements, shrubbery, planting, fixtures and appurtenances (the "Property"), situated in the City of Birmingham, County of Jefferson, Alabama, on the terms stated below:

Address: 6460 1st Avenue South, Birmingham, Alabama 35212

Parcel 1: Lot 8, in Block 2-E, according to the map and survey of East Woodlawn, as recorded in Map Book 3, Pages 109 and 116, in the Probate Office of Jefferson County, Alabama.

Parcel 2: Lot 9A, according to Martin's Resurvey and subdivision of Lots 9 and 10, Block 2E, East Woodlawn, as recorded in Map Book 46, Page 57, in the Probate Office of Jefferson County, Alabama.

1. THE PURCHASE PRICE: SHALL BE \$150,000.00 which is payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the Agent \$ 5,000.00
Balance of cash downpayment due from Purchaser at closing \$145,000.00
TOTAL PURCHASE PRICE \$150,000.00
2. AGENCY DISCLOSURE: Both Seller and Purchaser represent that no real estate agent is involved in this transaction.
Seller's Initials Purchaser's initials
3. EARNEST MONEY & PURCHASER'S DEFAULT: The Seller hereby authorizes the Seller to hold the Earnest Money in trust pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be forfeited as liquidate damages at the option of Seller, provided Seller agrees to the cancellation of this Contract.
4. TITLE INSURANCE: Seller agrees to furnish Purchaser a standard form owner's title insurance policy at Purchaser's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein.
5. SURVEY: Purchaser does (___) does not (X) require a survey by a registered Alabama land surveyor of Purchaser's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense.
6. PRORATIONS: Ad valorem taxes, as determined on the date of Closing shall be paid by Seller as Purchaser is exempt from ad valorem taxes for real estate. Any fire dues or other assessments against the Property for which Purchaser is not exempt shall be prorated between Seller and Purchaser on the basis of the time period for which the dues or assessments are based.
7. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before September 30, 2013 (the "Closing Date"), except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed. Seller shall have the right prior to Closing to remove from the Property the personal property, equipment and fixtures itemized on Exhibit 1 attached.
8. CONVEYANCE: Seller agrees to convey the Property to Purchaser by statutory warranty deed (check here O if Purchasers desire title as joint tenants with right of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO

PRESENT ZONING CLASSIFICATION, AND IS LOCATED IN A FLOOD PLAIN, AND, UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, COVENANTS AND RESTRICTIONS OF RECORD, AND BUILDING LINES OF RECORD.

9. CONDITION OF PROPERTY: NEITHER SELLER NOR ANY AGENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN. Purchaser has the obligation to determine any and all conditions of the Property material to Purchaser's decision to buy the Property. Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser has inspected the Property, either personally or through others of Purchaser's choosing, and accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing. After closing, all conditions of the property are the responsibility of Purchaser.

Seller's Initials Purchaser's initials

10. SELLER WARRANTS that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed.

11. SELECTION OF ATTORNEY: Seller and Purchaser agree to share the fees of a Closing attorney hereunder (with Purchaser's share not to exceed \$400.00), and both Purchaser and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to be represented at all times in connection with this Contract and the Closing by an attorney of their own choosing, at their own expenses.

12. ADDITIONAL PROVISIONS must be set forth on an attached addendum, and signed by all parties, before they are made a part of this Contract.

13. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

JEFFERSON COUNTY (PURCHASER)

W. D. Carrington, President

SELLER: E. CRAIG MARTIN

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

Aug-29-2013-653

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the provision of Architectural services in connection with the Fairfield Willie Mays Park Improvements Project (CDBG12-03F-M01-FWM). The fee for these services shall not exceed Twenty Three Thousand One Hundred Fifty and 00/100 Dollars (\$23,150.00), and will be paid for in full with federal funds. This project is from the 2012 Program Year.

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

Aug-29-2013-654

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Thompson Architecture Inc., for architectural services associated with the Midfield Community Center Renovations (CDBG12-03F-M02-MCC). The fee for these services will be Twenty Three Thousand One Hundred Fifty and 00/100 Dollars (\$23,150.00), and will be paid for in full with federal funds. This project is from the 2012

Program Year.

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

Aug-29-2013-655

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 Concord Fire District for the residents of Oak Grove for the construction of a storm shelter. No funding is associated with this agreement.

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

Aug-29-2013-656

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 Concord Fire District for the residents of Concord for the construction of a storm shelter. No funding is associated with this agreement.

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

Aug-29-2013-657

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 Warrior for the construction of a storm shelter. No funding is associated with this agreement.

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

Aug-29-2013-658

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign Amendment #1 to the Hickory Ridge Phase 2 Development Agreement with JCHA Housing and Development (HOME Special Needs Rental Housing for the Elderly) which was approved by Resolution dated September 11, 2012 and recorded in Minute Book 163 Page 534. The Amendment increases the County HOME Program loan amount from \$555,608.00 to \$1,060,608.00 and increases the amount of the private grant and owner funds from \$500,000.00 to \$2,234,069.00 for a project total of \$3,294,677.00. The number of units will increase from eight to twenty units. This resolution further authorizes the Commission President to sign all related loan documents required to effectuate the transaction. Only federal funds are involved.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and the JCHA Housing & Development Corporation, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be

WITNESSETH:

WHEREAS, the County desires to amend the contract; and
WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 11, 2012 in Minute Book 163, Page 534, is hereby amended as followed:

The purpose of this Modification is to increase the County HOME loan amount from \$555,608.00 to \$1,060,608.00 and increase the amount of the private grant and owner funds from \$500,000.00 to \$2,234,069.00 for a project total of \$3,294,677.00. The number of units will increase from eight units to twenty units.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

JCHA Housing & Development Corporation

Jane Bailey, President

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

Aug-29-2013-659

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the West Highland Water Line Improvements (CDBG10-03J-U02-WHL), such bids having been opened on July 24, 2013, and listed as follows:

Contractor	Base Bid	Notation	Total Bid
Gillespie Construction	\$320,000	none	\$320,000
Baird Contracting Co.	\$389,200	none	\$389,200
B & H Contracting	\$353,320	none	\$353,320
Global Construction	\$363,000	none	\$363,000

WHEREAS, after tabulation by Hatch Mott MacDonald and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Gillespie Construction, for a total bid amount of \$320,000.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the construction of the West Highland Water Line Improvements (CDBG10-03J-U02-WHL) to Gillespie Construction for the bid amount of \$320,000.00, for a total amount of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2010.

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

Aug-29-2013-660

WHEREAS, The Jefferson County Office of Community & Economic Development has developed a list of proposed activities for the Proposed Substantially Amended 2013 One-Year Action Plan, based on the needs of the affected areas as a result of a series of tornadoes that devastated Jefferson County during 2012; and

WHEREAS, Jefferson County expects to receive \$5,073,652.00 in CDBG-DR funds.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the Commission President is authorized to execute the Substantial Amendment to the 2013 One-Year Action Plan, Standard Forms 424, and Consolidated Plan Certifications upon completion of the 7-day comment period.

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

Communication was read from Roads & Transportation recommended the following;

1. Warrior River Water Authority to install 600' of 12" water main on Warrior River Road.

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

Aug-29-2013-661

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Warrior River Road approximately 2,000 feet of Taylors Ferry Road to remove and replace parallel storm drain culverts beginning Friday, September 13, 2013 and is expected to be reopened Saturday, September 14, 2013.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

Aug-29-2013-662

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement between Jefferson County, Alabama and Alabama Gas Corporation for temporary lease of Ruffner Road property for temporary construction area for a period of six (6) months in the amount of \$500 - revenue per month.

LICENSE AGREEMENT

This License, entered into this _____ day of _____, 2013 is made and entered into by and between the Alabama Gas Corporation, hereinafter referred to as "Licensee" and; JEFFERSON COUNTY, ALABAMA, referred to as "Licensor"

WITNESSETH:

WHEREAS, Licensee wishes to use Licensor's property located in Irondale, Alabama and more particularly described below, for the express use as a "temporary construction area" for pipeline construction and material storage.

WHEREAS, Licensor is willing to issue a real estate license to the Licensee upon the following terms and conditions:

- (1) Licensor, in consideration of the payment of a fee as hereinafter set forth, and in further consideration of the covenants of Licensor, as hereinafter expressed to be kept and performed, hereby grants unto Licensee the right to use this parcel exclusively for the purpose of a "temporary construction area" for pipeline construction and material storage being more particularly described as follows:

see attached map (on file in the Minute Clerk's Office)

801 Ruffner Road, Birmingham, AL

- (2) This license shall become effective on the 1st day of September 2013 and shall expire on the 1st day of March 2014. Said period is hereinafter referred to as the "License Term."

- (3) Licensee shall pay to Licensor a monthly fee hereunder, the sum of Five Hundred and No/100's -- Dollars \$500.00), due on or before the 1st day of September, 2013 and on the first of each month of the license term not to exceed 6 months.

- (4) Licensee shall be permitted to construct and or install temporary structures upon said property. Permanent structures shall not be constructed on the premises.

- (5) Licensee shall maintain the premises in a condition at all times satisfactory to Licensor (keep the property clean and free of litter, junk, trash and debris and further agrees to control weeds, shrubs, grass and trees in order to keep the property in a neat and tidy appearance at all times). Silt screens will be maintained at all times to control siltation as required in Best Management Practices.

- (6) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensee of the rights herein granted; and Licensee will provide Licensor with a copy of "self insurance" document not to be less than \$1,000,000.00 and shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature, including attorney's fees and other legal costs, to which Licensor may be subject on account of the exercise by Licensee, of any of its rights hereunder or on account of any act, errors or omissions by Licensee, its servants, agents, employees or contractors, including any failure to comply with the provisions of Paragraph (8) below.

- (7) This License is subject to all existing easements whether recorded or unrecorded, or over, upon or across said Premises for roads,

railroads, telephone lines (or cables), telegraph lines, electric power transmission lines, and pipelines of every nature.

(8) This License and Licensee's rights hereunder are subject to all applicable zoning and subdivision regulations. Licensee shall have the right to make application for and receive zoning adjustments, if necessary, to permit Licensee's use of the Premises, but Licensee shall not have the right to apply for, consent to or secure the rezoning of the Premises from its present classification without the prior specific written consent of Licensor. Licensee shall comply with all laws, ordinances and regulations applicable to the Licensee's use of the Premises and shall, at its expense, procure all necessary licenses and permits required by local, state, or federal governments or agencies.

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

(10) Either party hereto shall have the right to terminate this License at any time by giving unto the other party notice in writing of the intention so to do; and at the expiration of thirty (30) days after receipt of such written notice, this License shall terminate, and Licensee shall thereupon peaceably surrender to Licensor possession of the Premises. In the event of cancellation of this License by the Licensor, any unearned portion of the monthly fee will be promptly refunded to Licensee. Should Licensee request cancellation of this License, any unearned portion of the monthly fee will be refunded only if Licensee is denied access to the Premises due to unforeseeable circumstances or in the event that Federal, State or local statutes or laws are instituted that require removal of the structures prior to the end of the License Term.

(11) At the expiration of this License or the earlier termination thereof as herein provided and upon compliance with all the covenants and conditions in this License, Licensee shall have thirty (30) days in which to remove all structures placed by it on the Premises, and the surface of said land after such removal shall be left by Licensee, at its expense, in substantially the same condition as it was at the time of the making. Licensee shall remove all litter, junk; trash and debris (including debris from the use such as broken pipes or gravel) from the premises and redress and grass the premises before removing silt screens. Licensee shall remove and properly dispose of all soil contaminated by the use of the premises. If this License, or in default thereof, Licensor may remove said structures and restore the surface of the Premises at the sole expense and liability of Licensee.

(12) Licensee shall have no right to cut or remove any timber except such as may be necessary in its use of the Premises, and Licensee shall pay to Licensor the fair market value of any timber damaged, destroyed, cut or removed hereunder.

(13) This License shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves, but Licensee shall not assign or transfer the rights herein granted without the written consent of the Licensor.

(14) By signing this agreement, Licensee affirms 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, violation of this provision shall be deemed a breach of the agreement and Licensee shall be responsible for all damages resulting therefrom.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2013.

Alabama Gas Corporation
_____, Vice President System Integrity

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

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

Aug-29-2013-663

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 City of Gardendale Senior Center 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 an amendment to agreement with the City of Gardendale.

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

Aug-29-2013-664

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 6 to the agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide fiscal administration of Title V funds to pay salaries, FICA and workman's compensation for approximately 24 older individuals employed by host agencies in the County for the period July 1 - September 30, 2013 in the amount of \$62,736 (\$56,571 - AL Dept of Senior Services funds/\$6,165 - local match).

Contract #00005395

Jefferson County Council on Aging

AMENDMENT TO CONTRACT #6

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called the County) and Jefferson County Council on Aging, hereinafter called the Contractor. The effective date of this agreement shall be July 1, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract for professional services for the Office of Senior Citizens Services hereinafter called "the Office", and

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

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

1. EMPLOYMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agree to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional Services under this Contract as required by the Jefferson County Office of Senior Citizens and described in the Program Component (Attachment II) of this Contract
3. TERMS OF AGREEMENT AND, AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This Contract will be effective July 1, 2013 and will terminate on September 30, 2013; however the contract may be extended, at the County's option. The County may also cancel upon 30 days written notice to the Contractor.
4. COMPENSATION: The Contractor shall be compensated for services as shown on Attachment IV of this Contract. The compensation for this contract to September 30, 2013 is \$62,736.00 of which \$56,571.00 is federal fund and \$6,165.00 non-federal. The Contractor shall submit to the Office monthly reports Exhibit I) for completion for work performed. The Contractor shall submit a monthly (SA-1) Report for Expenditures Request for Funds (Exhibit I) unless other arrangements are made with the Office's Accounting Department
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands 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. except for FICA taxes and Worker's Compensation which is part of the budget component shown on Attachment IV.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, and sex, national origin, or disability.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This Contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the COUNTY shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the CONTRACTOR of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so represent or hold them 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
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no changes of any term or

provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this contract. A written request must be made to the County and an amended agreement will be executed

11. COUNTY FUNDS PAID: Contractor and the Contractor representatives 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 for in any way whatsoever for the personal benefits 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 way collude, 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 has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

Non-Assignment Clause: No portion of this contract may be sold, transferred or conveyed to a third party without the express written consent of the County. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but no limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements in whole or in part will result in termination of the contract and/or legal ramifications, due to nonperformance. (Attachments and Exhibits on file in the Minute Clerk's Office)

Printed Name of Contractor
Authorized Representative
Jefferson County Commission
W. D. Carrington, President

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

Aug-29-2013-665

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 6 to the agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide fiscal administration of Title V funds to pay salaries, FICA and workman's compensation for approximately 69 older individuals employed by host agencies in the County for the period July 1 - September 30, 2013 in the amount of \$305,191 (\$230,318 - Senior Service America, Inc. funds/\$74,873 - local match).
Contract #00005396
Jefferson County Council on Aging

AMENDMENT TO CONTRACT #6

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called the County) and Jefferson County Council on Aging, hereinafter called the Contractor. The effective date of this agreement shall be July 1, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract for professional services for the Office of Senior Citizens Services hereinafter called "the Office", and

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

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

1. EMPLOYMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agree to perform

the services hereinafter set forth.

2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional Services under this Contract as required by the Jefferson County Office of Senior Citizens and described in the Program Component (Attachment II) of this Contract

3. TERMS OF AGREEMENT AND, AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This Contract will be effective July 1, 2013 and will terminate on September 30, 2013; however the contract may be extended, at the County's option. The County may also cancel upon 30 days written notice to the Contractor.

4. COMPENSATION: The Contractor shall be compensated for services as shown on Attachment IV of this Contract. The compensation for this contract to September 30, 2013 is \$305,191.00 of which \$230,318.00 is federal fund and \$74,873.00 non-federal. The Contractor shall submit to the Office monthly reports Exhibit I) for completion for work performed. The Contractor shall submit a monthly (SA-1) Report for Expenditures Request for Funds (Exhibit I) unless other arrangements are made with the Office's Accounting Department

5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands 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. except for FICA taxes and Worker's Compensation which is part of the budget component shown on Attachment IV.

6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, and sex, national origin, or disability.

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

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

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so represent or hold them 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

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

11. COUNTY FUNDS PAID: Contractor and the Contractor representatives 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 for in any way whatsoever for the personal benefits 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 way collude, 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 has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

Non-Assignment Clause: No portion of this contract may be sold, transferred or conveyed to a third party without the express written consent of the County. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but no limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements in whole or in part will result in termination of the contract and/or legal ramifications, due to nonperformance. (Attachments and Exhibits on file in the Minute Clerk's Office)

Printed Name of Contractor
Authorized Representative
Jefferson County Commission
W. D. Carrington, President

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday,
September 12, 2013.

President

ATTEST

Minute Clerk