

STATE OF ALABAMA)

JEFFERSON COUNTY) August 15, 2013

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of July 25, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Stephens.

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The Commission met in Work Session on August 13, 2013, and approved the following items to be placed on the August 15, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 23 (excluding Item 11) and new item, City of Birmingham - Quit Claim Deed.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 21 and Addendum Items 1 - 11.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 7.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 28 and Addendum Item 12.

A securities law disclosure training presentation was provided by Foster Clark of Balch & Bingham, LLP and John McNally of the Washington, D.C. firm of Hawkins, Delafield & Wood, LLP.

As a best practice, the SEC recommends that officials responsible for issuing public securities receive training about their disclosure responsibilities under the federal securities laws. The County expects to issue new debt as a part of its bankruptcy plan, which will involve the preparation of disclosure documents for purchasers of the new debt. The training session is intended to advise the Commissioners of the SEC's current requirement for these documents.

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Aug-15-2013-572

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

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

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

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

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and

documents as may be necessary and appropriate to carry out this action.

Z-2013-017 Rustmark, LLC, owner; Russell Luccasen, agent; Request a change of zoning on Parcel ID# 40-8-2-0-8.0, in Section 8 Twp 19 Range 2 West from R-1 (Single Family) to R-4 (Multi-Family) to reinstate expired zoning for a multi-family residential development. (Case Only: 3750 Chestnut Ridge Lane, Hoover, AL 35216) (ROCKY RIDGE) (6 Acres M/L) ref: Z-2007-098 and Z-2009-026

Contingency: Rezoning is to be contingent upon submission of an updated preliminary drainage study and updated traffic study, both of which are to be approved by the Department of Roads & Transportation.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2013-017 be denied. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

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A Public Hearing was held to receive comments on a petition for annexation of two parcels of real property into the Mt. Olive Fire District. There being no comments, the Commission took the following action.

Aug-15-2013-573

WHEREAS, in accordance with Act No. 71-841, Legislature of Alabama, the Mt. Olive Fire District has submitted a petition for annexation of property, and

WHEREAS, the Board of Trustees has certified that the annexation will result in advantage to the district and the petitioners and that at least 70% of the owners residing in the subject property have signed the petition, and are qualified electors, and

WHEREAS, the Commission has set this August 15, 2013, for a PUBLIC HEARING on the petition and following the call of the PUBLIC HEARING and opportunity provided for all interested persons to be heard, the Commission concludes that the public good and the welfare of the District require that the boundaries of the District be reestablished by inclusion of the described property as proposed by the Board of Trustees of the Mt. Olive Fire District.

NOW THEREFORE IT IS ORDERED BY THE JEFFERSON COUNTY COMMISSION that the Petition for Annexation by the Mt. Olive Fire District is hereby approved and the following property is included within the Mt. Olive Fire District:

Parcel 1

A parcel of land owned by Mulkin Holdings, LLC lying south of Fieldstown Road at 4611 Shady Grove Road and partially contained in Jefferson County Tax Parcel ID 14-15-3-0-44.1 further described as follows:

A parcel of land located in the north 1/2 of the south 1/2 of the southwest 1/4 of Section 15, Township 16 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

All that part of the North 1/2 of the South 1/2 of the Southwest 1/4 of Section 15, Township 16 South, Range 3 West lying east of Shady Grove Road.

Less and except the following:

Begin at the Northeast corner of the North 1/2 of the South 1/2 of the Southwest 1/4 of Section 15, Township 16 South, Range 3 West and run in a southerly direction along the east line of said 1/2-1/2-1/4 section for a distance of 410 feet, more or less, to the northwest corner of lot 21 according to the survey of Woodbury Forest, 2<sup>nd</sup> Sector as recorded in Map Book 189, Page 57 in the Probate Office of Jefferson County; thence leaving said line turn 90° 18'33" right and run in a westerly direction for a distance of 77.90'; thence turn 66°40'46" right and run in a northwesterly direction for a distance of 448.45 feet, more or less, to the north line of said 1/2-1/2-1/4 section; thence turn 113°41'57" right, more or less, and run in an easterly direction along said 1/2-1/2-1/4 section line for a distance of 253.22 feet, more or less, to the point of beginning.

Said parcel containing 26.4 acres, more or less.

Parcel 2

A parcel of land owned by Mulkin Enterprises, Inc. lying north of Fieldstown Road at 4861 Shady Grove Road and contained in Jefferson County Tax Parcel ID 14-15-2-0-3.000 further described as follows:

A parcel of land located in the NW 1/4 of Section 15, Township 16 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

All that part of the SW 1/4 of the NW 1/4 less 6 acres off the south end of forty lying east of Shady Grove Road and all that part of a parcel of land containing 6 acres and located in the SE corner of the NW 1/4 of the NW 1/4, being 660 feet long east and west and 399 feet wide north and south lying east of Shady Grove Road.

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

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Aug-15-2013-574

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Bobbie Jean Williams is hereby denied.

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

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Aug-15-2013-575

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Carrie Dooley is hereby denied.

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

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Aug-15-2013-576

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Darlene McLemore has been denied.

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

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Aug-15-2013-577

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Regina Blanding in the amount of Eight Thousand Four Hundred Thirty and 73/100 (\$8,430.73) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Regina Blanding in the amount of \$8,430.73 and forward it to the County Attorney for disbursement.

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

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Aug-15-2013-578

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of John Regal in the amount of Seventy Three Thousand Five Hundred Eight and 59/100 (\$73,508.59) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to John Regal in the amount of \$73,508.59 and forward it to the County Attorney for disbursement.

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

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Aug-15-2013-579

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Clyde A. Bush, Sr., in the amount of Ninety Five Thousand Three Hundred One and 76/100 (\$95,301.76) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Clyde A. Bush, Sr. in the amount

of \$95,301.76 and forward it to the County Attorney for disbursement.

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-15-2013-580

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Neisey Findley in the amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Neisey Findley in the amount of \$100,000.00 and forward it to the County Attorney for disbursement.

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

Jul-25-2013-581

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise option two and execute Contract Amendment No. 2 for renewal of Professional Services with Humana Specialty Benefits, owned by Humana, Inc. which provides voluntary group vision insurance coverage to participating employees of Jefferson County. Said Contract is for one year from October 1, 2013 to September 30, 2014.

Monthly insurance premiums for FY 2013/2014 are as follows:

- Single \$6.14
- Single +1 \$12.28
- Family \$18.06

Contract Amendment No.2 (Renewal)

This amendment to Contract entered into this 1<sup>st</sup> day of October, 2013, between Jefferson County, Alabama, hereinafter called "the County" and Humana Specialty Benefits (Humana, Inc.) hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Voluntary Group Vision Insurance services; and

WHEREAS, the Contractor wishes to amend said Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Page 168 is hereby amended as follows:

Item 3. Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2013 and end September 30, 2014. All other terms and conditions of the original contract remain the same.

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.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

Humana Specialty Benefits (Humana, Inc.)

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

Jul-25-2013-582

BE IT RESOLVED BY THE 3EFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise option two and execute Contract Amendment No. 2 for renewal of Professional Services with Dearborn National Life Insurance Company which provides Basic Group and Accidental Death and Dismemberment, and Voluntary Life and Accidental Death and Dismemberment Insurance services for the employees of Jefferson County. Said Contract is for one year from October 1, 2013 to September 30, 2014.

Rates for FY 2013/2014 are as follows:

- JCC paid group life, \$50K/employee \$0.21 per 1,000
- JCC paid AD&D, \$50K/employee \$0.02 per 1,000
- Employee paid voluntary life Premiums vary based on age
- Employee paid voluntary single AD&D \$0.028 per 1,000
- Employee paid voluntary family AD&D \$0.042 per 1,000

Contract Amendment No.2

This amendment to Contract to be effective on the 1<sup>st</sup> day of October, 2013, between Jefferson County, Alabama, hereinafter called "the County" and Dearborn National Life Insurance Company hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Basic Group and Accidental Death and Dismemberment, and Voluntary Life and Accidental Death and Dismemberment Insurance services; and

WHEREAS, the Contractor wishes to amend said Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011 which was approved by the Commission in a resolution dated August 30, 2011 attached hereto and recorded in Minute Book 162 Page 169 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended from October 1, 2013 through September 30, 2014.

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

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.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

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Dearborn National Life Insurance Company

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

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Jul-25-2013-583

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Contract Amendment No. 2 for Professional Services with Chappelle Consulting Group which provides COBRA/HIPAA Administration Services for the employees of Jefferson County. Said Contract is for one year from October 1, 2013 to September 30, 2014 at a 5.55% rate reduction (from \$5.13 per event FY 2013 to \$4.85 per event FY 2014).

Contract Amendment No.2 (Renewal)

his amendment to Contract entered into this 1<sup>st</sup> day of October, 2013, between Jefferson County, Alabama, hereinafter called "the County" and Chappelle Consulting Group hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for COBRA/HIPAA Administration Services; and

WHEREAS, the Contractor wishes to amend said Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011 which was approved by the Commission and recorded in

Minute Book 162 Pages 188 - 191 is hereby amended as follows:

Item 3. Amend the Term of Agreement paragraph as follows: The effective date of the Agreement is October 1, 2013 and its term is to September 30, 2014.

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

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.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

Steven Syrkin, COO

Chappelle Consulting Group

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

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Jul-25-2013-584

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise Option Two and execute Contract Amendment No. 2 for renewal of Professional Services with Chappelle Consulting Group - BenefitElect which provides flexible benefits plan administration services for the employees of Jefferson County. Employee contributions to the Medical Reimbursement, Dependent Care, and Outside Medical Premiums spending accounts will be payroll deducted on a bi-weekly and semi-monthly basis. Said renewal of contract is for one year from October 1, 2013 to September 30, 2014 at a flat rate of \$4.42 per participating employee per month (a 5% reduction from the FY 2013 rate of \$4.65 per participating employee per month).

Contract Amendment No.2 (Renewal)

This amendment to Contract entered into this 1<sup>st</sup> day of October, 2013, between Jefferson County, Alabama, hereinafter called "the County" and Chappelle Consulting Group - BenefitElect hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Flexible Benefits Plan Administration Services; and

WHEREAS, the Contractor wishes to amend said Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Pages 225- 230 is hereby amended as follows:

Article I. Amend the Term of Agreement paragraph as follows: The effective date of the Agreement is October 1, 2013 and its term is to September 30, 2014.

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

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.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

Steven Syrkin, COO

Chappelle Consulting Group - BenefitElect

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

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Jul-25-2013-585

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise Option Two and execute Contract Amendment No. 2 for Professional Services with Behavioral Health Systems, Inc. which provides mental health/substance abuse managed care/employee assistance for the employees of Jefferson County. Said renewal of contract is for one year from October 1, 2013 to September 30, 2014 at the current rates.

Contract Amendment No.2 (Renewal)

This amendment to Contract entered into this 1<sup>st</sup> day of October, 2013, between Jefferson County, Alabama, hereinafter called "the County" and Behavioral Health Systems, Inc. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Mental Health/Substance Abuse Managed Care/Employee Assistance Program Services; and

WHEREAS, the Contractor wishes to amend said Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Pages 218 - 222 is hereby amended as follows:

Item 6. Amend the Term of Agreement paragraph as follows: The effective date of the Agreement is October 1, 2013 and its term is to September 30, 2014.

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

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.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

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Behavioral Health Systems, Inc.

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

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Aug-15-2013-586

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise option two and execute Contract Amendment No. 2 for renewal of Professional Services with Corporate Cost Control (formerly Consultech Cost Control) which provides unemployment cost control services for the employees of Jefferson County. Said Contract is for one year from October 1, 2013 to September 30, 2014.

The cost for FY 2013/2014 is a flat rate of \$5,200 per year to be paid quarterly

Contract Amendment No.2 (Renewal)

This amendment to Contract entered into this 1<sup>st</sup> day of October, 2013, between Jefferson County, Alabama, hereinafter called "the County" and Consultech Cost Control hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Unemployment Cost Control Services; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Page(s) 185 - 188 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2013 and end September 30, 2014.

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

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.

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

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Corporate Cost Control

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

#### REQUEST FOR CERTIFICATIONS

Office of Senior Citizen Services

Information Specialist - 2 positions

Sr. Grant Management Coordinator

Administrative Analyst - 2 positions

Social Worker - 4 positions

Youth Detention - Custody

Juvenile Detention Officer - 2 positions

Roads & Transportation - Highway Maintenance - Bessemer

Truck Driver

Heavy Equipment Operator

Bridge Maintenance Worker

Roads & Transportation - Highway Maintenance - Ketona

Skilled Laborer

Cooper Green Mercy Health Services

Chief Accountant

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

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Aug-15-2013-587

WHEREAS, certain specified positions in the employment of Jefferson County shall be employed at-will as unclassified employees pursuant to Alabama Act 2011-70; and

WHEREAS, the Director of Roads and Transportation is one of these positions; and

WHEREAS, the bi-weekly salary for the position of Director of Roads and Transportation -Classification # 093168, Grade - 668 shall be set at \$4,504.00; and

WHEREAS, The Director of Roads and Transportation shall receive the same benefits available to employees in the classified service; and

WHEREAS, the County Manager wishes to appoint Tracy Pate to serve as the Interim Director of Roads and Transportation as an at-will appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the interim appointment of Tracy Pate as the at-will interim Director of Roads and Transportation, effective July 29, 2013, 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.

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Aug-15-2013-588

WHEREAS, certain specified positions in the employment of Jefferson County shall be employed at-will as unclassified employees pursuant to Alabama Act 2011-70; and

WHEREAS, the Director of Jefferson County Office of Senior Citizen Services is one of these positions; and

WHEREAS, the bi-weekly salary for the position of Director of Jefferson County Office of Senior Citizen Services - Classification #094112, Grade 612 - shall be set at \$4,729.60; and

WHEREAS, The Director of Office of Senior Citizens Services shall receive the same benefits available to employees in the classified service; and

WHEREAS, the County Manager wishes to appoint Derry Johnson to serve as the Interim Director of Jefferson County Office of Senior Citizen Services as an at-will appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the interim appointment of Derry Johnson as the at-will interim Director of Jefferson County Office of Senior Citizen Services, effective July 29, 2013, 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-15-2013-589

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

William Pharr, Sheriff's Office was granted a military leave of absence from May 4, 2013 to June 8, 2013 and the amount of pension contributions due William Pharr is \$231.12 plus the County matching contributions of \$231.12 for a total of \$462.24.

Chante Crosby, Sheriff's Office was granted a military leave of absence from June 4, 2012 to December 10, 2012 and the amount of pension contributions due Chante Crosby is \$1,041.16 plus the County matching contributions of \$1,041.16 for a total of \$2,082.32.

David E. Floyd, Jr., Jefferson Rehab & Health Center was granted a military leave of absence from January 31, 2013 to June 1, 2013 and the amount of pension contributions due David E. Floyd, Jr. is \$1,308.31 plus the County matching contributions of \$1,308.31 for a total of \$2,616.62.

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

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Aug-15-2013-590

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

- A. Official Payments Holdings, Inc. - maintenance on Interactive Voice Response system - FY13/14 - \$3,948
- B. IBM Corp. - technical support for statistical software package - FY13/14 - \$9,229.22
- C. First Advantage Enterprise Screening Corp - to provide on-line skills testing services - September 29, 2013 - September 28, 2014
- D. Tutwiler Hotel Hampton Inn & Suites - to provide hotel accommodations and services - FY13/14 - \$120,000
- E. Sheraton Birmingham Hotel - to provide hotel accommodations and services - FY13/14 - \$29,924

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

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Aug-15-2013-591

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute the Waiver of Liability and Hold Harmless Agreement between Jefferson County, Alabama and Alabama Power Company for the County's purchase of existing Alabama Power equipment installed at the Cahaba River WWTP for \$1.00.

ALABAMA POWER COMPANY

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Alabama Power Company ("Alabama Power") agrees to sell and convey all equipment associated with Customer's participation in the Alabama Power Standby Generator Program previously provided to Customer by Alabama Power; provided, however, that Alabama Power shall retain all rights and title to the materials associated with communications, remote dispatch of generators, and data gathering (hereinafter "Equipment"). Alabama Power conveys the Equipment to the undersigned Customer for one dollar (\$1.00).

The undersigned Customer understands and acknowledges that it is receiving "USED" Equipment. The Equipment is sold by Alabama

Power to the undersigned Customer "AS IS", WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Customer hereby FOREVER RELEASES, REMISES, DISCHARGES, and agrees to hold harmless and indemnify ALABAMA POWER, its subsidiaries, parent, affiliated entities, shareholders, directors, officers, employees, representatives and agents (hereinafter collectively referred to as the "Released Parties") from ANY AND ALL LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION AND POSSIBLE CAUSES OF ACTION whatsoever (hereinafter collectively referred to as "Claims"), including negligent, wanton, and intentional acts, and those for personal, property, and contractual damage, which in any way arise out of or relate to loss, damage, personal injury (including death), that arise out of or relate in any way to injury or damage sustained by the undersigned Customer or any other individual or entity, arising out of or relating to the Equipment including, but not limited to, its sale, quality, installation, use, operation, or condition, and regardless of whether or not the Claims arise from any negligence of Alabama Power.

IN WITNESS WHEREOF, the undersigned Customer, through its duly authorized representative, has agreed to the above as of this day of , 20

Signature of

W. D. Carrington, President

Customer

Signature of

Alabama Power Company Representative Releasing Equipment

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-15-2013-592

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Chris Richards to fill the unexpired term of Berney McGaughy on the Concord Fire District Board of Trustees for a term ending September, 2014, 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.

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

8/15/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE SUPPLIES, HANGERS, DUCT TAPE, BUG SPRAY	CORONER/MED EXAMINER	61.98	1900071429
DISTRICT 1	1000193	JEFFERSON CO TREASURER	INCIDENT REPORT FOR BROKEN WINDSHIELD BY EMPLOYEE	GEN SVCS: ADMIN	5.00	1900071858
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER OFFICE FACIAL TISSUE & CLOROX DISINFECTANT	CORONER/MED EXAMINER	75.54	1900071633
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	9.66	1900071831
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CAST IRON FITTINGS FOR COOPER GREEN	CGH: CENTRAL OPERATIONS	146.27	1900071823
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ACCIDENT REPORT FOR GENERAL SERVICE EMPLOYEE	GEN SVCS: ADMIN	5.00	1900071694
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAIL OUT.	GEN SVCS: ADMIN	91.74	1900071546
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEVELOP FILM FOR GENERAL SERVICES ACCIDENT	GEN SVCS: ADMIN	7.03	1900071680
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MILEAGE FOR TRAVEL TO JRHC/MARSHA LEWIS	CO HOME: NURSING SER	34.83	1900071970
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MILEAGE FOR TRAVEL TO JRHC/MARSHA LEWIS	CO HOME: NURSING SER	70.88	1900071968
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MILEAGE FOR TRAVEL TO JRHC/MARSHA LEWIS	CO HOME: NURSING SER	71.28	1900071969
*DISTRICT 1					579.21	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	JIGSAW BLADES, CDL RENEWAL, FUEL PUMP, PARTS	R&T: HIWAY MAINT-KETONA	82.72	1900071517
DISTRICT 2	1000193	JEFFERSON CO TREASURER	I-PHONE CASE FOR RICK TURNER (5300 - ROW)	R&T: RIGHT OF WAY	39.99	1900071490
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WEEDEATER PARTS, BOTTLE JACK - CAMP KETONA	R&T: HIWAY MAINT-KETONA	73.33	1900071819
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE APPLICATORS LICENSE FEE - KETONA	R&T: HIWAY MAINT-KETONA	90.00	1900071865
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SYLVANIA LIGHT BULBS - HIGHWAY ENGINEERING	R&T: HIWAY ENG & CONSTR	5.99	1900071683
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, AIR FILTERS - KETONA	R&T: HHWAY MAINT-KETONA	71.42	1900071693
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PARKING FEES, SMALL TOOLS - CAMP BESSEMER	R&T: HIWAY MAINT-BESS	162.89	1900071832
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE APPLICATORS FEE, COMPUTER MOUSE - KETONA	R&T: HIWAY MAINT-KETONA	132.12	1900071834
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, VEHICLE TITLES, FUEL	FLEET MGMT: ADMIN	249.60	1900071912
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TV & MOUNTING BRACKET - COORDINATORS OFFICE KETONA	R&T: HIWAY MAINT-KETONA	297.96	1900071913
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FRAMING SUPPLIES & OFFICE SUPPLIES	R&T: HIWAY MAINT-BESS	122.73	1900071956
*DISTRICT 2					1,328.75	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. -BIRMINGHAM-TITLE APP & OFFICE SUP.	REVENUE	138.06	1900071266
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	338.59	1900071412
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REFUND TO JOHN POWE	TAX ASSESS BHAM MAPPING	50.00	1900071707
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ADDITIONAL MILEAGE FROM 190007170	BD OF EQUAL - BHAM STATE	16.41	1900071826
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. FOR NOTARY BOND FEE -C. YOUNG	REVENUE	50.00	1900071827
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. FILING FEE FOR NOTARY -C. YOUNG	REVENUE	42.00	1900071828

DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH - SINGLETON COOLER FOR IT	INFO TECH: TECH SERVICES	179.00	1900071682
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS 6/13	REVENUE	402.58	1900071687
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POLICE REPORT - M MELVIN ACCIDENT	BD OF EQUAL - BHAM STATE	5.00	1900071519
DISTRICT 3	1029545	COSTAR GROUP, INC.	PROPERTY PROFESSIONAL DATA SERVICE 7/12 - 6/13	BD OF EQUAL - BHAM STATE	3,536.28	1900071504
*DISTRICT 3					4,757.92	
DISTRICT 4	1000154	CENTER POINT FIRE DIST	EMA - CENTER POINT FIRE REIMB FOR BOATS	EMA	792.03	1900071699
DISTRICT 4	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS, PRINT CARTRIDGE, OVERNIGHT MAIL DEL	FC CLERKS OFFICE	378.77	1900071695
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAINING LUNCH FOR DRUG COURT	FC ADMIN SERVICES	176.00	1900071697
DISTRICT 4	1000578	BESSEMER FAMILY COURT	BANK SERVICE CHARGES	FC CLERKS OFFICE	655.06	1900071692
DISTRICT 4	1029627	MATT D. & MARISSA NEEDHAM	SR REIMBURSEMENT - MATTHEW NEEDHAM	EMA	2,693.66	1900071853
DISTRICT 4	1030473	HARRY W CANNON	SR REIMBURSEMENT - HARRY CANNON	EMA	4,000.00	1900071854
DISTRICT 4	1030710	RONALD OR KATHY GLASS	SR REIMBURSEMENT - RONALD GLASS	EMA	2,546.25	1900071855
DISTRICT 4	1030783	KETTI C MILLER	SR REIMBURSEMENT - KETTI MILLER	EMA	3,971.25	1900071856
*DISTRICT 4					15,213.02	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LITHIUM BATTERY	ES: SANITATION ADMIN	3.99	1900071094
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSCREIMBURSEMENT - MR. BRIAN HILSON	PER BD: ADMIN	10.00	1900071184
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRAVEL MILAGE FOR CALL IN FOR DONNIE HUEY	ES: FIVE MILE CREEK WWTP	12.15	1900071499
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SILICONE;BELT;KEYS;WELDING CABLE;COUPLING;	ES: FIVE MILE MAINT SHOP	332.42	1900071496
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1" RELIEF VALVE,RELIEF VALVE COUPLINGS	ES: PACKAGE WWTP & PUMP	203.00	1900071497
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WET/DRY VAC	ES: SURVEY ENG & CONSTR	64.98	1900071503
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WATER;POSTAGE;TRAP;BATTERY;PADLOCK;	ES: FIVE MILE CREEK WWTP	211.04	1900071498
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC, BELT, PARTS FOR ICE MACHINE	ES: TRUSSVILLE WWTP	79.56	1900071431
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ASCE MEMBERSHIP FOR 2013-BRIAN ROHLING	ES: SANITATION ADMIN	240.00	1900071398
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LUNCH MEETINGS/RECRUITMENT	COUNTY ATTORNEY	153.00	1900071698
DISTRICT 5	1000193	JEFFERSON CO TREASURER	R410A-25 PART	ES: CAHABA RIVER WWTP	99.00	1900071552
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRIVELINE, TE TOOL DISP,	ES: SHADES LINE MAINT	187.72	1900071553
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSEMENT	PER BD: TESTING	103.07	1900071825
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRGT CPLINGS RENEWAL PAINT FREON SENSOR 7/17/13	ES: VALLEY CREEK WWTP	1,993.54	1900071705
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HP-NI-40 NITROGEN	ES: CAHABA RIVER WWTP	25.50	1900071658
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AUDIO VISUAL AND COMPUTER COMPONENTS	ES: SANITATION ADMIN	156.26	1900071689
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL, COIL & LINE FOR WEED EATERS	ES: VILLAGE LINE MAINT	174.15	1900071862
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING VALTS FOR URINALS & TOILETS, COUPLINGS	ES: SHADES LINE MAINT	177.55	1900071863
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRIGERANT GAS R22	ES: VILLAGE CREEK WWTP	459.00	1900071522
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUNNEL, BADGE RACK, SPRAYER, PLASTIC BOTTLES	ES: VILLAGE CREEK WWTP	370.18	1900071523
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING SUPPLIES FOR COOLER;SHOWER;HOT WATER TANK	ES: VILLAGE CREEK WWTP	426.77	1900071537
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NUTS & BOLTS;COUPLING;DEWALT;SEALS;SCREWS;WASHERS;	ES: FIVE MILE MAINT SHOP	496.57	1900071761
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ANTI-FREEZE;INK CARTRIDGE;CLAMPS;DIES;	ES: FIVE MILE CREEK WWTP	205.54	1900071762
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	ES: SANITATION ADMIN	16.38	1900071688
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;BULBS;TRAPS;BREAKER;RESISTOR;	ES: INSTRUMENT SHOP	82.22	1900071708
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHPPING BATTERY PADLOCK SAW SPRK PLUG WASHER 7-17	ES: VALLEY CREEK WWTP	261.61	1900071709
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WELDING WIRE	ES: LEEDS WWTP	12.97	1900071520
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1500UPS FOR WARRIOR	ES: TURKEY CREEK WWTP	209.99	1900071521
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SWIVEL JOINT & LABOR	ES: SHADES LINE MAINT	650.68	1900071551
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATORADE	ES: VILLAGE CREEK WWTP	392.96	1900071525
DISTRICT 5	1000193	JEFFERSON CO TREASURER	V-BELTS,FACING, NUTS,AND ADAPTER	ES: VILLAGE CREEK WWTP	162.95	1900071527
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRAINING VIDEO	ES: VILLAGE CREEK WWTP	115.00	1900071530
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FAN BLADE & SHROUD	ES: CAHABA RIVER WWTP	50.34	1900071907
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TREE PRUNER	ES: CAHABA RIVER WWTP	39.85	1900071908
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DUCT TAPE;ADAPTER;DRILL BIT;COUPLNG;BATTERY;LABOR;	ES: FIVE MILE CREEK WWTP	203.20	1900071556
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROUND METAL;	ES: FIVE MILE CREEK WWTP	145.00	1900071557
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOLD CLEANER,SILICONE,CHAIN SAW CHAINS,GENERATOR S	ES: PACKAGE WWTP & PUMP	278.64	1900071818
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRAIN OPENER	ES: CAHABA RIVER WWTP	35.51	1900071909
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & TESTING, PHONE CORDS,ROPE,NOZZLE	ES: ADMIN LINE MAINT	83.57	1900071550
DISTRICT 5	1000193	JEFFERSON CO TREASURER	3/8 SOCKET	ES: CAHABA RIVER WWTP	3.47	1900071554
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPRESSOR REBUILD KIT, AND SILICONE	ES: TURKEY CREEK WWTP	139.44	1900071555
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLIERS AND HARDWARE CLOTH	ES: CAHABA RIVER WWTP	53.74	1900071946
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOMMY CARNEY'S GRADE IV RENEWAL	ES: SANITATION ADMIN	55.00	1900071948
DISTRICT 5	1000193	JEFFERSON CO TREASURER	V-BELTS, BALL BEARING, SCREWS, TUBING, SHIPPING	ES: VILLAGE CREEK WWTP	742.67	1900071911
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C REPAIR PARTS	ES: CAHABA RIVER WWTP	13.70	1900071945
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BUCKETS FOR CHANGING OIL	ES: CAHABA RIVER WWTP	15.52	1900071947
DISTRICT 5	1000643	AMERICAN BAR ASSN	2013-2014 ABA DUES - CAROL S. NELSON	COUNTY ATTORNEY	265.00	1900071857
DISTRICT 5	1031332	ANITA S PARKS	REFUND FOR PRIVATE METER & FB W0-111034 (D)	FINANCE SEWER SER	197.34	1900071954
DISTRICT 5	1031372	ROBYN BRADY	ROBYN BRADY RETIREE REFUND	HR ADMINISTRATION	339.15	1900071541
DISTRICT 5	1031392	JOHN J WEBBER	REFUND FOR LEAK ADJUSTMENT N 5855-525 D	FINANCE SEWER SERVICES	77.96	1900071951
DISTRICT 5	1031418	CHRIS & ORKASEY SIMMONS	REFUND FOR PRIVATE METER & FB R 1000-1231(D)	FINANCE SEWER SERVICES	120.63	1900071952
DISTRICT 5	1031419	CLARK CROSS	REFUND FOR OVERPAYMENT & FB W0-96591(D)	FINANCE SEWER SERVICES	48.46	1900071953
DISTRICT 5	1031420	RUTH GROOVER	REFUND FOR PRIVATE METER & FB W0-67992 (D)	FINANCE SEWER SERVICES	66.59	1900071955
DISTRICT 5	1031434	ROBBIE KIZZIRE	REFUND FOR OVERPAYMENT W0-59434 (C)	FINANCE SEWER SERVICES	300.00	1900071963
*DISTRICT 5					11,364.53	
**					33,243.43	

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-15-2013-593

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

#### DISPOSALS

Tax Collector - Bessemer

140000003185

Panasonic DP 3510 Copier

Warehouse for Auction

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-15-2013-594

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 7/16/13 - 7/22/13

1. ROADS AND TRANSPORTATION FORM VULCAN ALUMINUM, FOLEY, AL, CONTRACT RENEWAL FOR ALUMINUM SIGN BLANKS ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/15/13 - 8/14/14. REFERENCE BID # 139-12
2. BULK STORES & PACA MEMBERS FROM CCP INDUSTRIES INCORPORATED, CLEVELAND, OH, CONTRACT RENEWAL FOR WORKERS RAGS ON AN AS NEEDED BASIS FOR THE PERIOD OF 9/26/13 - 9/25/14. REFERENCE BID # 158-12
3. ENVIRONMENTAL SERVICES: LEEDS WWTP FROM GENERAL MACHINERY COMPANY, BIRMINGHAM, AL, TO PURCHASE COMPONENTS FOR TWO (2) PLB-GB RTU TO REPLACE OLD UNITS. SAP PURCHASE ORDER # 2000073847 \$8,898.47 TOTAL
4. ENVIRONMENTAL SERVICES ADMINISTRATION FROM A T & T, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CELL PHONE SERVICES FOR THE PERIOD OF 11 /03/ 12 - 9/30/ 13. SAP PURCHASE ORDER # 2000070406 CHANGE ORDER \$ 4,750.00 STATE OF ALABAMA CONTRACT # T301 PURCHASE ORDER \$85,024.00 TOTAL
5. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM DEWEY BARBER CHEVROLET, WARRIOR, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF VEHICLE PARTS AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000068835 CHANGE ORDER \$12,000.00 PURCHASE ORDER \$26,400.00 TOTAL
6. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GOFF'S RADIATOR & ELECTRIC, TARRANT, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF VEHICLE PARTS AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000068845 CHANGE ORDER \$3,000.00 PURCHASE ORDER \$7,900.00 TOTAL
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ADAMSON FORD, DECATUR, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF VEHICLE PARTS AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000072899 CHANGE ORDER \$15,000.00 PURCHASE ORDER \$23,000.00 TOTAL
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THOMPSON TRACTOR-ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF VEHICLE PARTS AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000072904 CHANGE ORDER \$18,000.00 PURCHASE ORDER \$40,000.00 TOTAL.

For Week of 7/23/13 - 7/29/13

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
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WEIL WRECKER, BIRMINGHAM, AL, CONTRACT RENEWAL TO PROVIDE WRECKER AND TOWING SERVICES ON AS NEEDED BASIS BY USER DEPARTMENTS FOR THE PERIOD OF 10/01/13 - 9/30/14. TO BE REBID IN FY 14. REFERENCE BID # 109-11
3. BULK STORES AND PACA MEMBERS FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CONES, CUPS AND DISPENSERS (MULTIPLE AWARD) ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/01/13 - 7/31/14. REFERENCE BID # 130-12
4. BULK STORES AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CONES, CUPS AND DISPENSERS (MULTIPLE AWARD) ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/01/13 - 7/31/14. REFERENCE BID # 130-12
5. ENVIRONMENTAL SERVICES DEPARTMENT FROM BIRMINGHAM WATER WORKS BOARD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PROVIDE HYDRANT WATER FOR CREW TRUCKS ON AN AS NEEDED BASIS FROM 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069357 CHANGE ORDER \$ 5,000.00 PURCHASE ORDER \$17,000.00 TOTAL
6. ENVIRONMENTAL SERVICES FROM A T & T, ATLANTA, GA, CHANGE ORDER # 2 TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CELLULAR TELEPHONES. SAP PURCHASE ORDER # 2000070406 CHANGE ORDER \$ 7,200.00 STATE OF ALABAMA CONTRACT # T301 PURCHASE ORDER \$92,224.00 TOTAL
7. ENVIRONMENTAL SERVICES FROM XYLEM WATER SOLUTIONS USA INCORPORATED, PITTSBURGH, PA, CHANGE

ORDER TO ADD FUNDS TO COVER FREIGHT CHARGE. SAP PURCHASE ORDER # 2000073262

CHANGE ORDER \$ 90.80 PURCHASE ORDER \$9,390.80 TOTAL

For Week of 7/30/13 - 8/05/13

1. ROADS & TRANSPORTATION AND PACA MEMBERS FROM UNIVERSAL SEED & SUPPLY. BIRMINGHAM, AL, TO AWARD BID FOR SEED & FERTILIZER ON AS NEEDED BASIS FOR THE PERIOD OF 8 15 13 - 8/14/14. REFERENCE BID # 111-13
2. JEFFERSON COUNTY COMMISSION PROBATE COURT FROM INCLUSION SOLUTIONS LLC, EVANSTON, IL, TO AWARD BID FOR ACCESSIBLE 4-STATION VOTING BOOTHS ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/15/13 - 8/14/16. INCLUSION SOLUTION IS THE EXCLUSIVE PROVIDER. REFERENCE BID # 116-13
3. GENERAL SERVICES FROM BUFFALO ELECTRIC COMPANY, BIRMINGHAM, AL. TO AWARD BID FOR ELECTRICAL SUPPLIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/15/13 - 8/14/14. REFERENCE BID # 122-13
4. VARIOUS JEFFERSON COUNTY DEPARTMENTS/PACA FROM STRATEGIC ALLIED TECHNOLOGIES, BIRMINGHAM, AL, TO AWARD BID FOR CISCO EQUIPMENT AND SOFTWARE ON AS NEEDED BASIS FOR THE PERIOD OF 8/15/13 - 8/14/14. CLARITY CONTRACT # CON-00005437 ENROUTE. REFERENCE BID # 126-13
5. YOUTH DETENTION CENTER, PERSONNEL BOARD AND PACA FROM CRYSTAL MOUNTAIN NATURAL SPRING, BIRMINGHAM, AL, CONTRACT RENEWAL FOR COFFEE AND TEA ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REBID IN FY 14. REFERENCE BID # 124-11
6. FLEET MANAGEMENT FROM SOUTHERN DISTRIBUTORS, BIRMINGHAM, AL, CONTRACT RENEWAL TO PURCHASE BATTERIES FOR VEHICLES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/13 - 9/30/14. RE-BID IN FY14. REFERENCE BID # 202-11
7. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PACA FROM CRYSTAL MOUNTAIN NATURAL SPRING, BIRMINGHAM, AL, CONTRACT RENEWAL FOR BOTTLE WATER, CUPS & COOLER RENTAL ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REBID IN FY15. REFERENCE BID # 83-12
8. COOPER GREEN MERCY HEALTH SERVICES FROM KENTRON HEALTHCARE INCORPORATED, SPRINGFIELD, TN, CONTRACT RENEWAL FOR DISPOSABLE PILLOWS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REBID IN FY15. REFERENCE BID # 156-12
9. YOUTH DETENTION CENTER & PACA FROM SUNSHINE BEVERAGES, MONTGOMERY, AL, CONTRACT RENEWAL FOR SLUSH BASED BEVERAGES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REBID IN FY15. REFERENCE BID # 186-12
10. YOUTH DETENTION CENTER & PACA FROM FLOWERS BAKING COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FRESH BREAD AND ROLLS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REBID IN FY 16. REFERENCE BID # 40-13
11. JEFFERSON COUNTY COMMISSION/ PROBATE COURT FROM INCLUSION SOLUTIONS LLC, EVANSTON, IL, TO PROVIDE ACCESSIBLE 4-STATION VOTING BOOTHS. REFERENCE BID # 116-13 \$163,700.00 TOTAL SHOPPING CART # 1000197963
12. INFORMATION TECHNOLOGY FROM AMBIT SOLUTIONS LLC, BIRMINGHAM, AL, TO PROVIDE IP TELECOMMUNICATIONS EQUIPMENT /INSTALLATION/MAINTENANCE AND SUPPORT FOR THE PERIOD OF 6/28/13 - 6/27/14. REFERENCE BID # 141-11 \$12,300.00 TOTAL SHOPPING CART # 1000200506
13. PERSONNEL BOARD FROM STRATEGIC ALLIED TECHNOLOGIES, BIRMINGHAM, AL, TO PROVIDE CISCO EQUIPMENT AND SOFTWARE. REFERENCE BID # 126-13 \$62,596.02 TOTAL SHOPPING CART # 1000200537
14. PERSONNEL BOARD FROM STRATEGIC ALLIED TECHNOLOGIES, BIRMINGHAM, AL, TO PROVIDE CISCO EQUIPMENT AND SOFTWARE. REFERENCE BID # 126-13 \$30,783.53 TOTAL SHOPPING CART # 1000201855 AND 1000201858

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

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Aug-15-2013-595

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

For Week of 07/29/13 - 08/05/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM TRANS UNION LLC, TO PAY PAST DUE INVOICES FOR CREDIT REPORTING SERVICES PERFORMED IN 2012. CONTRACT EXPIRED 9/30/11.

SAP PURCHASE ORDER # 2000074099            \$18,005.00    TOTAL            CLARITY CONTRACT # CON-00002557

2. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM DAVITA, EL SEGUNDO, CA, TO PAY PAST DUE INVOICES FROM FISCAL YEAR 2010, 2011 & 2012 FOR INPATIENT DIALYSIS SERVICES. FINAL PAYMENT.

SAP PURCHASE ORDER # 2000074087            \$161,000.00    TOTAL            CLARITY CONTRACT # CON-00004243

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

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Aug-15-2013-596

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 07/16/13 - 7/22/13, 7/23/13 - 7/29/13 and 7/29/13 - 8/05/13, 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.

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Aug-15-2013-597

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following intergovernmental agreement between Jefferson County, Alabama and Walker County Board of Education as a participant in the Jefferson County Regional Purchasing Cooperative.

INTERGOVERNMENTAL AGREEMENT ESTABLISHING  
THE JEFFERSON COUNTY REGIONAL PURCHASING COOPERATIVE

This Agreement made this \_\_\_ day of \_\_\_\_, \_\_\_\_, between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and adjoining counties, of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth.

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-1621.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION I

The parties hereto do hereby create, as a voluntary association, the Jefferson County Regional Purchasing Cooperative, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the County shall seek input from the other participants

to insure that said specifications meet the broadest range of needs, Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the state of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

#### SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open the bids on behalf of the other participating governments at the time and in the manner provided by law.

#### SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

#### SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

#### SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama 541-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

#### SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

#### SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

#### SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

#### SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

#### SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of this personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to the determination of the above mentioned assessment.

#### SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and adjoining counties, of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

JEFFERSON COUNTY, ALABAMA

WALKER COUNTY BOARD OF EDUCATION

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.

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STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 3 participants		
Cleon Roger, Aaron Self & Mark Wilson	(State funds)	\$675.00
AL III Basic Mapping		
Hoover, AL – September 25-27, 2013		
County Attorney - 2 participants		
Shawna Smith		\$327.00
French McMillan		\$327.00
CLE Workman's Comp Seminar		
Birmingham, AL – September 20, 2013		
Family Court - 22 participants		
Mandy Vance		\$1,480.80
Tiffany Large		\$447.18
Lakita Hall-Wright		\$447.18
Beverly Alldredge		\$447.18
Larry Hooks		\$447.18
Kim McAdory		\$447.18
Georgia Watkins		\$447.18
Veronica Johnson-Gyce		\$447.18
Nick Boler		\$447.18
Gwen Reason		\$447.18
Bert Charles		\$447.18
Vanessa O'Neal		\$447.18
Rebecca Snoddy		\$447.18
Alvin Hicks		\$447.18
Toni Richardson		\$447.18
Marsha Wright-Carter		\$447.18
Carrie Hill		\$447.18
Tiffany Roper		\$447.18
Rodney Reese		\$447.18
Steven Vance		\$447.18
Cherie Foster		\$447.18
Beth Cardwell		\$447.18
Juvenile Probation Officers Annual Conference		
Orange Beach, AL – September 23-25, 2013		
Revenue - 2 participants		
Wesley Moore		\$185.00
michael Humber		\$185.00
CROAA Training Class		
Orange Beach, AL – August 19-22, 2013		
Revenue - 2 participants		
Marlin Allen		\$110.00
Bruce Thompson		\$110.00

ALTLIST Annual CRE Update  
 Montgomery, AL – September 6, 2013

Revenue - 2 participants		
Marlin Allen		\$110.00
Bruce Thompson		\$110.00
Large Manufacturing & Suppliers Speciality Audits		
Hoover, AL – September 20, 2013		
Individual Staff Development		
Commission - District 1		
George Bowman		\$959.83
Assn. of County Commissioners of Alabama meeting		
Orange Beach, AL – April 19-22, 2013		
Community & Economic Development		
Keith Strother	(Grant funds)	\$1,621.11
Southeastern Employment & Training Assn.		
Lexington, KY – September 21-25, 2013		
Emergency Management Agency		
Horace Walker		\$775.30
Building Design for Homeland Security		
Emmitsburg, MD – September 9-13, 2013		
Environmental Services		
Matthew Alpaugh		\$2,365.01
WEFtec 2013 Conference		
Chicago, IL – October 6-10, 2013		
Family Court		
Tammy Holman		\$414.37
Administrative Support Assistants Conference		
Orange Beach, AL – September 25-27, 2013		
Revenue		
Bruce Thompson		\$2,181.50
Tax Audit		
Dallas & Houston, TX – September 7-14, 2013		
Revenue		
Eddie Woodis		\$110.00
Special Issues for Sales & Use Tax Examinations		
Hoover, AL – October 11, 2013		
Roads & Transportation		
Kelly Watson		\$415.00
Principles of Real Estate Appraisal		
Online Class		
Sheriff's Office		
Paige Abbott		\$1,315.00
Basic Latent Fingerprint Comparison		
Youngsville, NC – September 15-21, 2013		
Sheriff's Office		
Anthony Dotson		\$25.00
Interviewing for Effect		
Birmingham, AL – August 9, 2013		

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

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BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Roads & Transportation   \$796,883.96

Increase revenue and expenditure accounts to record an 80% reimbursement in Federal aid from ALDOT. Funds will be used to purchase property for the High Line Rail Trail for the Red Mountain Park Commission.

Other Budget Transactions

2. Human Resource \$40,000

Add purchasing memorandum to purchase four (4) copiers.

3. Environmental Services \$41,000

Add purchasing memorandum to purchase two (2) trench boxes and two (2) oil and grease extractor units.

For Information Only

4. Sheriff's Office \$300,000

Shift funds from salaries to purchase replacement uniforms.

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

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Aug-15-2013-598

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Work Order Agreement for Services # JeffCo -137001 between Jefferson County and Unisys Corporation to upgrade MCP environments on production and development systems to HMP 15.0 - mainframe operating system to include networking, OSITP interface and printing in the amount of \$9,200.

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

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Aug-15-2013-599

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Work Order Agreement for Services # JeffCo -137002 between Jefferson County and Unisys Corporation to upgrade MCP environments on production and development systems to HMP 15.0 - mainframe operating system to include networking, OSITP interface and printing in the amount of \$7,200.

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

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Aug-15-2013-600

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Use Agreement between Jefferson County, Alabama and the City of Hoover for use of data center floor space for storage of computer equipment, software and data to provide an environment that enables the development of a disaster recovery site.

USE AGREEMENT

BETWEEN JEFFERSON COUNTY AND THE CITY OF HOOVER

FOR THE USE OF DATA CENTER FLOOR SPACE

This Use Agreement, hereinafter referred to as "AGREEMENT" is made by and between two local government agencies: Jefferson County, Alabama, hereinafter referred to as "COUNTY", and the City of Hoover, Alabama, hereinafter, referred to as "HOOVER".

I. RECITALS

A. COUNTY intends to use data center space from a geographically diverse location in order to remotely store back-up computer equipment, software, and data at that site and, if needed, make it available for use after a natural disaster, terrorist act, or extended business interruption that might impact the COUNTY's primary data center site. The existence of a remote back-up site represents a key element of

the County's Business Continuity and Disaster Recovery strategy to restore critical computer systems needed by agencies to conduct government operations.

B. The back-up computer equipment, owned by COUNTY, would be installed by the COUNTY or its designee at HOOVER's data center, loaded with COUNTY's software/data and would be maintained by COUNTY in a constant state of readiness in which critical agency software and data can be more quickly restored during a disaster.

C. Pursuing an arrangement of this type with another government agency has benefits over commercially-leased space of this type including (1) the potential for more effective mutual-aid operations during a disaster and (2) the continued enhancement of goodwill that exists between COUNTY and HOOVER.

D. HOOVER has space available within their data center to accommodate COUNTY's back-up computer system equipment and has offered to provide the space to COUNTY under the terms and conditions in this AGREEMENT. HOOVER's data center has the additional benefit of geographic separation from COUNTY which mitigates the risk associated with a disaster that could impact large areas of the COUNTY.

E. This AGREEMENT establishes the terms and conditions in which COUNTY will use data center floor space provided by HOOVER.

## II. DESCRIPTION AND CONDITION OF PREMISES AND FLOOR SPACE

A. COUNTY wishes to occupy approximately 200 square feet in HOOVER'S data center located at 2020 Valleydale Road, Hoover, Alabama, 35244, hereinafter referred to as "PREMISES". The location of the subject floor space within HOOVER'S Data Center is further described in "EXHIBIT A" attached hereto and, by reference, is made a part of this AGREEMENT.

B. COUNTY wishes certain modifications to the Data Center floor space be made prior to COUNTY'S occupancy, as detailed in "EXHIBIT B" which is attached hereto and, by reference, is made a part of this AGREEMENT. All improvements described herein shall become permanent fixtures of the PREMISES and, thus, HOOVER shall retain ownership, thereof, following the expiration or termination of this agreement.

C. Should HOOVER incur or encumber additional costs for improvements, upgrades, modification, equipment purchases, and other items as requested and required by COUNTY after the initial build-out and occupancy, COUNTY shall bear such costs whether they pay directly for such expenses or reimburse HOOVER for those costs, whichever method is agreed upon by both parties in advance of incurring the costs.

D. COUNTY may, in the future, wish to use additional Data Center floor space from HOOVER beyond the initial allotment of floor space. If HOOVER, in its sole discretion, determines that space is available and, if both parties mutually agree, then this AGREEMENT shall be modified to accommodate such use of such additional floor space.

E. COUNTY agrees that, upon termination of this AGREEMENT, the COUNTY shall, at its own expense, remove all COUNTY-owned equipment, furniture, and other non-fixture items from the PREMISES. COUNTY agrees that the floor space shall be left in as good or better condition as when first occupied, except for reasonable wear and tear.

## III. AUTHORIZED USES OF PREMISES AND FLOOR SPACE

A. COUNTY'S use of the PREMISES shall be limited to installation, operation, and maintenance of data and network services equipment for COUNTY. COUNTY agrees not to use the PREMISES for any other purpose nor to engage in or permit any other activity within or from the PREMISES.

B. COUNTY will have access to, and non-exclusive use of, the designated floor space within the HOOVER Data Center and to common areas on the PREMISES such as walkways, unreserved parking areas, lunchrooms, restrooms, break rooms, elevators, loading facilities, and lobby.

C. COUNTY recognizes that HOOVER's data center is a secure facility and access to the PREMISES is possible via security badge only. HOOVER will issue to COUNTY all necessary security badges and retains the right to approve/disapprove issuance of badges to individuals, to limit the number of security badges issued, and/or to revoke security badges previously issued.

D. The intended operation of the COUNTY's Disaster Recovery Program will require an unspecified number of telephone, data, and internet access lines. COUNTY shall be responsible for installation, maintenance, and costs associated with such items used in the operation of the COUNTY Disaster Recovery Program.

## IV. PUBLIC PURPOSE; RENT-FREE USE

A. The Hoover City Council's legislative determination is that it is in the best interest of the public and the City of Hoover, Alabama, to authorize the COUNTY's use of the PREMISES for the term of this AGREEMENT. Such determination has been made because the use of the floor space by COUNTY confers a direct public benefit in furthering the health, safety, and welfare of the general public and the citizens of Hoover.

B. Having made a determination that this use serves a public purpose, the Hoover City Council is providing free use of the PREMISES because the designated floor space is not currently needed for municipal purposes and will not be needed for municipal purposes for the

foreseeable future.

V. TERM

A. The initial term of this AGREEMENT shall be one (1) year commencing on January 1, 2013, and ending on December 31, 2013. This AGREEMENT shall automatically renew for successive one-year terms unless either party shall give the other party written notice of termination at least ninety (90) days prior to the end of the term then in effect..

B. COUNTY and HOOVER shall each have the option to terminate this AGREEMENT at anytime during the term by giving the other at least ninety (90) days prior written notice.

VI. UTILITIES AND TELECOMMUNICATIONS; PAYMENT FOR FEES THEREOF

A. HOOVER shall be responsible for and shall pay each service provider, prior to the delinquency date, all charges for water, gas, electrical, and sewer services supplied to the PREMISES.

B. COUNTY shall be responsible for and shall pay for all initial and recurring charges related to telephone, data, and internet access services that COUNTY determines are needed for its use.

C. This AGREEMENT acknowledges HOOVER'S incremental cost increases for electrical power, air-conditioning, and facilities maintenance services associated with the installation of COUNTY equipment within the HOOVER data center. These incremental costs are to be reimbursed by COUNTY to HOOVER if and when such costs have been determined to be measureable, significant, and agreed upon by both parties. COUNTY agrees, herein, to be responsible for and promptly remit reimbursement payments to HOOVER for such incremental costs if and when they are due and payable..

VII. MAINTENANCE, MODIFICATIONS, AND REPAIRS

A. HOOVER will provide the same level of maintenance for the PREMISES as it provides for the rest of the building in which the PREMISES are located. Generally, HOOVER will keep all electric wiring, water and sewer pipes, and environmental systems in good working order. HOOVER will perform, or cause to be performed, all maintenance, repairs, and modifications to PREMISES as are required by applicable laws or ordinances.

B. COUNTY acknowledges that HOOVER may need to temporarily shut down its Data Center and its ancillary systems periodically for routine maintenance or unexpected repairs. HOOVER will provide COUNTY with reasonable written notification prior to such maintenance or repairs should a shut down become necessary unless an emergency circumstance prevents such notification.

C. COUNTY agrees that it will undertake no alterations to the PREMISES without first obtaining prior written approval by HOOVER.

D. COUNTY will not be authorized to install or operate any equipment or system that interferes with devices or systems already operated by HOOVER within the PREMISES. COUNTY agrees to immediately disable and/or remove such equipment and/or systems if such interference is detected.

E. HOOVER shall not be liable for any damages caused by or growing out of any breakage, leakage, or defective condition of said electric wiring, water and/or sewer pipes, environmental systems. In the event of damage to or destruction of HOOVER-constructed or installed improvements, equipment, or fixtures located within the PREMISES or in the event HOOVER-installed improvements, equipment, or fixtures located within the PREMISES are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, HOOVER, within thirty (30) days of such determination, shall commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements and/or repairs to restore the facilities and/or systems that existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the PREMISES for the purposes required by the AGREEMENT. Repair, replacement, or reconstruction of improvements within the PREMISES shall be accomplished in a manner and according to plans developed and/or approved by HOOVER in its sole discretion.

VIII. MUTUAL INDEMNIFICATION

Each party shall, without limitation, indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from, or in connection with, or caused by any negligent act, or omission, or willful misconduct of the other party including, but not limited to, damages or compensation payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

IX. NOTICES

All written notices pursuant to this Lease shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be deemed delivered upon personal delivery or seventy-two (72) hours after deposited with the United States Postal Service..

Jefferson County, Alabama:  
Chief Information Officer  
Jefferson County IT Dept; Suite A-700  
Jefferson County Court House  
716 Richard Arrington Jr. Blvd North

City of Hoover, Alabama:  
Director of Information Technology  
Hoover Technology Department  
Hoover Public Safety Center  
2020 Valleydale Road, Suite 202

Birmingham, Alabama 35203

Hoover, AL 35244-2028

Phone: (205)325-5301

Phone: (205)739-7133

X. ATTACHMENTS

This AGREEMENT includes the following supplemental documents, which are attached to, and made a part of, this agreement:

EXHIBIT A: Floor Space Diagram

EXHIBIT B: Floor Space Pre-Installation Requirements (on file in the Minute Clerk’s Office)

XI. AGREEMENT

COUNTY and HOOVER hereby agree to the terms and conditions agreed to herein and that such terms and conditions shall become effective on the first day of the month and year after which both parties have signed below.

AGREED BY, on behalf of AGREED BY, on behalf of

JEFFERSON COUNTY, ALABAMA:

CITY OF HOOVER, 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-15-2013-601

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 E-Rings. Com, Inc. (d/b/a E-Rings, Inc.) for the purchase, implementation and support of a software module for the Tax Assessor which allows tax payers to file personal property renditions online in the amount of \$435,000. (Addendum on file in the Minute Clerk’s Office)

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-15-2013-602

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 E-Rings. Com, Inc. (d/b/a E-Rings, Inc.) to provide enhancements to the existing software for the Tax Assessor - Birmingham in the amount of \$22,000. (Addendum on file in the Minute Clerk’s Office)

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-15-2013-603

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 E-Rings. Com, Inc. (d/b/a E-Rings, Inc.) to provide enhancements to the existing software for the Board of Equalization in the amount of \$48,000. (Addendum on file in the Minute Clerk’s Office)

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-15-2013-604

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Bernetta Smith to fill the unexpired

term of Ken Davis on the North Smithfield Greenleas Heights Fire District Board for the term ending February, 2016, 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.

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Aug-15-2013-605

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Standard Form of Agreement between Owner, Jefferson County, Alabama and Contractor, H & M Mechanical, Inc. to replace existing hot water boiler and pumps at the Jefferson County Tom Gloor Building in the amount of \$96,200.

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

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Aug-15-2013-606

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement with Swett & Associates to remove four (4) elevators located at Jefferson Rehabilitation & Health Center from scope of work - \$2,950 reduction.

Contract Amendment No. 1

This Amendment to Contract entered into the 17<sup>th</sup> day of July, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County", and Swett & Associates, hereinafter referred to as the "Contractor" to provide Basic Vertical Transportation Consulting Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

The contract between the parties which was approved by the Jefferson County Commission in the Purchasing Report on July 17, 2012, recorded in minute book 163 pages 353-354, is hereby amended to reflect the following:

Amendment No. 1; Due to the change of ownership of the Jefferson Rehabilitation and Health Center elevator numbers 12077, 12078, 12075 and 12076 are deleted from the contract. This deletion will reduce the 2<sup>nd</sup> year of the contract from \$52,540.00 to \$50,650.00 and the 3<sup>rd</sup> year of the contract from \$35,810.00 to \$34,750.00. The total contract amount will be reduced from \$123,910.00 to \$120,960.00

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

JEFFERSON COUNTY COMMISSION

W. David Carrington, President

CONTRACTOR

Shelia Swett, Owner

Swett & Associates.

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

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Aug-15-2013-607

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Robinwood Convenience Store, Inc., applicant; Samsha Charania Ali, Member/Director; Amzad Aliakbar Charania, Store Manager; d/b/a Robinwood Grocery located at 221 3<sup>rd</sup> Street, Birmingham, AL 35217, for a 050 Retail Beer and 070 Retail Table Wine license (off-premise only), 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.

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Aug-15-2013-608

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by S J Good Marts, LLC, applicant; Charles Jeffrey Mollison, Member; Ashok Jumar, Member/Store Manager; d/b/a Quick Out Chevron located at 4901 Cahaba River Road, Birmingham, AL 35243, for a 050 Retail Beer and 070 Retail Table Wine license (off-premise only), 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.

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Aug-15-2013-609

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

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

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

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

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

Z-2013-014 HCI Holdings, LLC, and City of Vestavia Hills owners; Brooks Harris, agent. Change of zoning on Parcel ID# 27-18-1-0-226 and part of Parcel ID# 27-18-1-0-1.3 in Section 18 Twp 18 Range 1 West from R-T (Residential Townhouse) to R-G (Single Family) for garden homes. (Case Only: 3832 Cotswold Drive North, Birmingham, AL 35242) (COTSWOLDS) (4.0 Acres M/L)

RESTRICTIVE COVENANT: Substantial conformance to the submitted typical lot layout depicting the garage recessed to the rear of the front building line.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2013-014 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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Aug-15-2013-610

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and City of Birmingham to provide election services for the Municipal Election to be held on August 27, 2013 in the amount of \$13,430 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this \_\_\_\_ day of July, 2013, by and between Jefferson County, Alabama, political subdivision of the state

of Alabama (hereinafter called "the County"), and the City of Birmingham, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on Tuesday, August 27, 2013, and, if required, a run off election will occur on Tuesday, October 8, 2013; and

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

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

For the election on Tuesday, August 27, 2013 the City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

> ePollbook Laptops----\$100.00 each

> Cellular Telephone----\$15.00 each

>Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.

> Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

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

Primary Election - Requested Equipment

a. ePollbook Laptops (\$100.00 each)

80 Laptops @ 100.00 each \$ 8,000.00

b. Cellular Telephone (\$15.00 each)

80 Telephones @\$15.00 each= \$ 4,000.00

c. Voter List for posting/publishing

(\$11.00 per thousand names rounded up = \$1,430.00 cost per list)

Multiplied by 1 quantity of list(s) requested = \$1,430.00

d. Voter List on Compact Disc

(\$11.00 per thousand names rounded up + \$45.00 = \$1,457.00

cost per disc)

Multiplied by \_\_\_ quantity of disc(s) requested + \$45.00= \$0.00

Aug. 27 Election Equipment or Service Total Cost \$13,430.00

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

An absentee list

A supplemental absentee list

Voter books for each voting polling location Provisional vote count

RUN OFF ELECTION ON Tuesday, October 8, 2013. In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A"- on file in the Minute Clerks office, to this agreement.) Provided, however, that the total costs for all equipment, services and supplies under this contract for both election dates shall not exceed \$50,000.00.

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

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

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Sr., Mayor

ATTEST

\_\_\_\_\_, City Clerk

Approved as to form by the Legal Dept.

\_\_\_\_\_, City Attorney

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-15-2013-611

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and Behavioral Interventions, Inc. to provide equipment and monitoring for the Electronic Monitoring Program for the period September 1 - 30, 2013 in the amount of \$6,000.

Contract ID: CON-00004065

Ref Bid: 120-10/Con-00001021

AMENDMENT TO CONTRACT No 3

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 27, 2011, at M.B. 162, Pg. 254-257, is hereby amended as follows:

- Item 3. Amend the Terms of Work paragraph as follows: This contract will be extended through September 30, 2013.
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

CONTRACTOR

Michael Pharris, Assistant Controller

Behavioral Interventions. Inc.

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

\_\_\_\_\_  
Aug-15-2013-612

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.

Agreement with Technical Innovation to provide service and maintenance for the Emergency Management Agency conference room and EOC equipment for the period April 1, 2013 - September 30, 2014 in the amount of \$26,853.

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-15-2013-613

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

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

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

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

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Aug-15-2013-614

WHEREAS, Dental Staff School desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2013 through June 30, 2014.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Dental Staff School for Program Year 2013. The amount paid under the agreement depends on the number of students trained.

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

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Aug-15-2013-615

WHEREAS, Dental Staff School desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2013 through June 30, 2014.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Dental Staff School for Program Year 2013. The amount paid under the agreement depends on the number of students trained.

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

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Aug-15-2013-616

WHEREAS, Asbestos Workers Local 78 desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2013 through June 30, 2014.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Asbestos Workers Local 78 for Program Year 2013. The amount paid under the agreement depends on the number of students trained.

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

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Aug-15-2013-617

WHEREAS, Asbestos Workers Local 78 desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2013 through June 30, 2014.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Asbestos Workers Local 78 for Program Year 2013. The amount paid under the

agreement depends on the number of students trained.

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

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Aug-15-2013-618

WHEREAS, Jefferson County Joint Apprenticeship desires to provide pre-apprenticeship construction trade training to Adult participants.

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

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

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Aug-15-2013-619

WHEREAS, Jefferson County Joint Apprenticeship desires to provide pre-apprenticeship construction trade training to Dislocated Worker participants,

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

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

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Aug-15-2013-620

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Clay Senior Center Renovations (CDBG1203AM04CSC) from the Community Development Block Grant Program.

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-15-2013-621

Whereas, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Clay Senior Center Renovations (CDBG12-03A-M04-CSC)

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

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Aug-15-2013-622

WHEREAS, Reuben J. Goudy at 1025 Utica Place, Birmingham, AL 35224 is in default of the first mortgage from Regions Bank and the second mortgage from Jefferson County under the Home Buyer Assistance Program; and

WHEREAS, Regions Bank desires to take foreclosure action against the above-referenced property; and

WHEREAS, Regions Bank, as servicing agent for Jefferson County, is prepared to represent Jefferson County in a second mortgage foreclosure; and

WHEREAS, it is in Jefferson County's interest that Regions Bank represent Jefferson County in this matter;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Homebuyer Assistance Loan made to Reuben J. Goudy is in default and that Regions Bank is authorized to represent Jefferson County in concurrent foreclosure actions against Reuben J. Goudy at the above-referenced address;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission that the President of the County Commission is authorized to execute foreclosure documents related to this case.

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. Alabama Gas Corporation to install 1,149' of 4" and 3,244' of 2" gas main on Old 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.

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Aug-15-2013-623

A RESOLUTION AUTHORIZING AN INCREASE IN THE COUNTY FLEET  
BY PROVIDING ONE (1) UNIT FOR USE BY THE  
ENVIRONMENTAL SERVICES DEPARTMENT(TV INSPECTION)

WHEREAS, the Jefferson County Commission supports the need of Jefferson County Environmental Services - TV Inspection within Jefferson County, and

WHEREAS, the Jefferson County Environmental Services is requesting that one (1) vehicle be added to their fleet for use by TV Inspection.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Environmental Services be increased by one unit and the Fleet Manager be and hereby is authorized to include this unit as part of that department's fleet.

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

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Aug-15-2013-624

A RESOLUTION REQUESTING THE REASSIGNMENT OF THREE  
COUNTY VEHICLES THAT ARE CURRENTLY IN SERVICE

WHEREAS, that the following vehicles, A064201, A00402 and A994204 are currently assigned to Jefferson Rehabilitation and Health Center; and

WHEREAS, the Office of Senior Services has requested the use of the above mentioned vehicles.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicles, A064201, A004202, and A994204 be reassigned to the Office of Senior Citizen Services.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION That the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

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Aug-15-2013-625

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Kenneth W. Boozer, P.E. - County Traffic Engineer

Department: Roads & Transportation

Date: July 23, 2013

Purpose: Payment to Dobbins Brothers, LLC for acquired Right of Way 0.01 acres, more or less, and the Temporary Construction Easement contains 0.01 acres, more or less - (site address) – 1103 Bethel Ave. B'ham., AL  
Project No. STPBH-7229(602) - Tract No. 2 Agent: Rick Turner

Price: \$2,400.00

Pay to the order of: Dobbins Brothers, LLC

Mailing Address: 2918 7<sup>th</sup> Avenue South  
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.

Check Delivery Code 84

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

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Aug-15-2013-626

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Resolution and Letter of Intent between Jefferson County, Alabama and the Alabama Department of Transportation for the Bridge Replacement Project on Minor Parkway over Burlington Northern Railroad Project for finalization of the project for construction.

RESOLUTION

COUNTY OF JEFFERSON

STATE OF ALABAMA

Project No. BR-3713( ), JCP 37-65-14P

WHEREAS, the County Commission of Jefferson County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Jefferson County Road System and described as follows:

Replacement of a functionally obsolete bridge fiver Burlington Northern Railroad approximately 320' south of Oakwood Drive/Crumly Chapel Road.

Structure No. 0 CO 0065 37 00001422 00

BIN 004911

Sufficiency Rating = 38.6

Status = 2

Location Map attached

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the Commission of Jefferson County, this 15<sup>th</sup> day of August, 2013.

Jefferson County Commission

Governing Body

W. D. Carrington, President

LETTER OF INTENT TO USE FEDERAL FUNDS

18 July 13

Mr. D. E. Phillips, 7r., P.E.  
County Transportation Engineer  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, AL 36130

RE: Project No. BR-3713( ), MCP-37-65-14P  
Bridge Replacement on Minor Parkway (South)  
Crier Burlington Northern Railroad  
Jefferson County

Dear Mr. Phillips:

This is to advise you of Jefferson County Commission's intent to apply for Federal Aid funds on the construction of the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Yours truly,

David 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.

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Aug-15-2013-627

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Oakwood Drive 822 feet south of Dogwood Lane for Southern Natural Gas to remove and replace a failing 24" high pressure gas main beginning construction on Monday, August 19, 2013 and is expected to be completed and the road reopened by Saturday, August 24, 2013.

Road closure notice signs for the public will be posted and notification made to the City of Adamsville, the Sheriff's Office and the Forestdale Fire Department in advance of the temporary road closure. Temporary traffic control devices for the road closure and detour route will be installed and maintained by Southern Natural Gas according the Manual on Uniform Traffic Control Devices during the course of the work.

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

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Aug-15-2013-628

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Commission is hereby authorized to

execute a Quit Claim Deed to the City of Birmingham for the High Line Rails to Trails project. The City of Birmingham will use the property solely as a public park as required by Alabama Department of Economic and Community Affairs.

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

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Aug-15-2013-629

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Statement of Grant Award between Jefferson County, Alabama and Alabama Department of Senior Services to accept state grant funding in the amount of \$10,400 to be used to supplement the Older Americans Act programs for outreach and to promote the development of physical and mental activities of seniors.

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

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Aug-15-2013-630

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby accept grant funds in the amount of \$350,623.18 from the Alabama Department of Senior Services to provide services to include the provision of meals through the nutrition programs, nutrition education, health prevention and avoidance of fraud and abuse and support for advocacy activities.

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

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Aug-15-2013-631

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Statement of Grant Award between Jefferson County, Alabama and Alabama Department of Senior Services to accept grant funds in the amount of \$788,386.55 to provide services to include the provision of meals through the nutrition programs, nutrition education, health prevention and avoidance of fraud and abuse and support for advocacy activities.

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

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Aug-15-2013-632

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

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

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

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

- |   |  |
|---|--|
| a. City of Brighton - \$1,000                   | e. Jefferson County Housing Authority - Spring Gardens - \$1,000 |
| b. City of Bessemer Housing Authority - \$1,000 | f. Town of Sylvan Springs - \$1,000                              |
| c. City of Graysville - \$600                   | g. City of Tarrant - \$1,000                                     |
| d. Hopewell Baptist Church - \$1,000            | h. City of Warrior - \$1,000                                     |

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

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Motion was made by Commissioner Brown seconded by Commissioner Bowman that the following item be added as New Business. Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

Aug-15-2013-633

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Commercial Lease Agreement between Jefferson County, Alabama and Birmingham-Jefferson County Transit Authority for the lease of approximately 6,890 square feet of a portion of the fifth floor of the 2121 Building in the amount of \$50,000 per year.

#### COMMERCIAL LEASE AGREEMENT

This lease agreement made and entered into this day of , 2013, by and between Jefferson County Commission, Jefferson County, Alabama a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Birmingham-Jefferson County Transit Authority (hereinafter "TENANT").

#### RECITALS

##### Section 1. Leased Premises

a. COUNTY hereby agrees to lease to TENANT and TENANT hereby agrees to rent from COUNTY approximately 6,890 square feet a portion of the fifth floor of the 2121 building located at 2121 Reverend Abraham Woods Jr. Blvd., Birmingham, Alabama 35203, (hereinafter referred to as the "leased premises") shown on Exhibit A.

COUNTY represents to TENANT that the portion of the premises leased to TENANT, identified in Exhibit A will be solely occupied by TENANT with no other tenants located in the portion of the subject property leased to TENANT during the term of the Lease.

b. For all purposes under this lease, the term "floor area" of the leased premises shall be approximately 6,890 square feet. In computing the leasable area no deductions shall be made for columns, partitions, stairs or other structures or equipment.

##### Section 2. Length of Term and Termination:

The term of this lease shall be eighteen (18) months, unless sooner terminated as herein provided. The effective date of this lease agreement shall be September 1, 2013. At the end of the lease term, if the COUNTY still desires to lease the premises, TENANT will have the option to continue the lease under the current terms of this agreement on a month to month basis for a maximum of an additional twelve (12) months. Notwithstanding the foregoing, during the initial eighteen (18) month term, either party may terminate this Lease upon six (6) months prior written notice and thereafter, upon sixty (60) days prior written notice.

In the event that the COUNTY decides to sell the building, the COUNTY will require that as a condition of purchase of the building that the buyers honor this agreement between the COUNTY and TENANT and allow TENANT to lease the premises for the remainder of the current lease term.

##### Section 3. Rent:

TENANT covenants and agrees that it will pay COUNTY a fixed rent amount of fifty thousand, (\$50,000.00) per year for the Leased premises. The rental payments will be paid on a quarterly basis in the amount of \$12,500.00 per quarter. Rent will be due the first day of the quarter. Rent for any partial quarter will be prorated.

All rent payable hereunder by TENANT to the COUNTY shall be paid, in lawful money of the United States, made payable to Jefferson County Commission and delivered to the attention of the Jefferson County Finance Department 716 Richard -Arrington Jr. Blvd N, Room 820. Birmingham, AL

##### Section 4. Tenants Installations:

TENANT shall, at TENANT's cost and expense, at all times during the term of this Lease keep the Leased premises equipped with all trade equipment, furniture, operation equipment, furnishing fixtures, floor coverings and any other equipment necessary for the proper operation of TENANT's business. Any alterations, additions, improvements and fixtures installed by TENANT to the leased premises, other than unattached movable trade fixtures, furniture and decorations, shall upon the expiration or earlier termination of this Lease become the property of the COUNTY. Unattached movable trade fixtures shall not include, among other things, store front, doors or gates, plumbing, electrical, wall and ceiling electrical fixtures, sprinklers, and heating, ventilating and air conditioning systems. At the end of the lease period, any such personal property of TENANT not removed within thirty (30) days following notices by the COUNTY to TENANT to remove the same shall, at COUNTY'S option, become the property of the COUNTY.

##### Section 5. Use of Premises:

TENANT covenants to use the leased premises solely for the purpose of operating TENANT and TENANT related activity.

##### Section 6. Operating of Business:

TENANT covenants at all times during the lease term, except when and to the extent the leased premises are untenable by reason

of fire or other casualty, or condemnation, to: (a) conduct its business in the entire leased premises in a high grade and reputable manner so as to help establish and maintain a good reputation for the "building"; and (b) keep the leased premises and interior portions of windows, doors and all glass and plate glass, in a neat, clean sanitary and safe condition.

#### Section 7. Signs

No exterior signage will be allowed. Interior signage will be allowed on the store front on the fifth floor entrance only with written consent of COUNTY. TENANT will be responsible for all cost associated with interior signage, purchase and installation. Landlord will add TENANT to the building directory in the lobby.

#### Section 8. Assignment and Subletting

TENANT is prohibited and without the authority or consent to assign, mortgage or encumber this lease, in whole or in part sublet all or any part of the Leased Premises without the prior written consent of COUNTY. The COUNTY's decision to withhold such consent, for whatever reason, if any, shall be absolute and binding on TENANT. The consent by the COUNTY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or subleases, TENANT shall remain fully liable and shall not be released from any obligations or liabilities under this lease.

#### Section 9. Repairs

a COUNTY shall be responsible for maintaining the roof of the leased premises, grounds and landscaping; pavement and sidewalk maintenance, so long as none of said maintenance is due to TENANT negligence. If TENANT contacts the COUNTY regarding the repair or maintenance of the above, the COUNTY has sixty (60) days to remedy and correct the problem.

b. COUNTY shall keep and maintain in good order, condition and repair the leased premises, exterior of the leased premises including, exterior of doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the leased premises or under the floor slab including free flow up to the main sewer line; heating and air conditioning equipment and apparatus including exterior mechanical equipment, exterior utility facilities and exterior electrical equipment serving the leased premises; and all exterior plate glass. TENANT shall comply with all laws, rules, regulations and ordinances applicable to the leased premises and TENANT'S use and occupancy of the same. TENANT shall contract for, in its own name, and shall pay for (a) a qualified custodial service contractor or staff to provide cleaning services to said interior area. TENANT will be responsible for all interior pest control services for the leased portion of the building. COUNTY will provide outside trash service containers for TENANT use.

c. If TENANT refuses or neglects to make repairs required hereunder to be made by TENANT, or if repairs are required by reason of the act or omission of TENANT, TENANT'S employees, agents, invitees, licensees or contractors, COUNTY shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account of TENANT. In such event, such work shall be paid for by TENANT as additional rent promptly upon receipt of a bill therefore.

#### Section 10. Mechanics', Materialmen's and other Liens

Should any mechanics', materialmen's or other liens be filed against the leased premises or any part thereof for any reason whatsoever by reason of TENANT'S act or omissions or because of a claim against TENANT, TENANT shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after notice by COUNTY.

#### Section 11. Utility Services and Charges:

COUNTY shall pay all charges for gas, water, electricity, and other utility services, used or consumed in the leased premises, including, but not limited to, sewer and sewer service charges. COUNTY shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

#### Section 12. Use of Common Areas and Facilities:

COUNTY shall furnish cleaning services for common areas; COUNTY will replace exterior bulbs as necessary. COUNTY will keep the grounds neat and orderly including. COUNTY will be responsible for maintenance of trees, shrubs and grass surrounding building.

#### Section 13. Indemnity, Liability Insurance, Payment of Costs and Expenses:

a TENANT represents and agrees that it will maintain adequate insurance on the leased premises, coverage which shall include but not be limited to general liability and property damage (for TENANT'S property), professional liability, worker's compensation, fire, casualty, and construction coverage. The COUNTY shall be included as a named insured on the policy. All insurance coverage shall be by companies authorized to do business in Alabama. Before beginning work, TENANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies. TENANT shall store its property in and shall occupy the leased premises at its own risk. TENANT hereby releases COUNTY, to the full extent permitted by law, from all claim of every kind resulting in loss of life, personal or bodily injury or property damage. COUNTY shall not be responsible or liable for any loss or damage to TENANT's agents, servants, employees, guest; or invitees, on the premises, or property that may be damaged or suffer loss by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises except for the COUNTY's own negligence.

COUNTY shall not be responsible or liable for any defect, latent or otherwise, in the leased premises or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall COUNTY be responsible or liable for any injury, loss or damage to any person or to any property of TENANT or other person caused by or resulting from bursting, breakage or from leakage, steam or ice, running, backing up, seepage or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from a defect or negligence in the occupancy, construction, operating or use of any premises, building, machinery, apparatus or equipment in or about the leased premises, or building by any person or by the acts of negligence of any occupant of any premises constituting a part of the building.

b. TENANT certifies that its employees are subject to the Alabama Workmen's Compensation Law and regulations, which law and regulations shall be followed by TENANT in all appropriate cases and that appropriate worker's compensation insurance is maintained on its employees. TENANT further certifies that it shall respond in accordance with applicable law to any claims, suits or actions for damages in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the leased premises.

c. COUNTY shall procure and maintain insurance of the entire building covering fire, casualty and such other risks as are from time to time concluded in standard extended coverage endorsements, insuring in an amount after completion of construction of the full insurable value of the improvements and betterments installed by COUNTY in the "building" or such greater coverage as may be required. TENANT shall procure and maintain insurance covering fire, casualty and such other risks as are from time to time included in standard extended coverage endorsements, insuring an amount of the full insurable value of the improvements and betterments installed by TENANT in the leased premises. TENANT shall carry fire and extended coverage insurance, issued by a company licensed to do business in Alabama, in an amount adequate to restore and repair TENANT's property in, at or on the leased premises to its previous condition or better. TENANT will furnish Landlord certificates of such insurance.

#### Section 14. Real Estate Taxes:

Intentionally Omitted- All parties are tax exempt entities.

#### Section 15. Fire or Other Casualty:

If the leased premises shall be destroyed by fire or other casualty the fixed rent payable hereunder shall be abated proportionately as to the portion of the leased premises rendered untenable from the date of such casualty until the leased premises are rendered wholly untenable. If the leased premises, at the determination of the Director of General Services, are rendered wholly tenantable, COUNTY may either elect to repair the damage or may terminate this lease by giving TENANT notice of termination within ninety (90) days after the occurrence of such event, the termination to be effective as of the date of the occurrence of such event. Rents payable hereunder shall be paid to the date of such termination to be effective as COUNTY shall make an equitable refund of rents paid in advance. If TENANT has closed, TENANT shall promptly reopen for business when the leased premises shall have been repaired. Nothing herein above contained shall impose upon COUNTY any liability to repair, rebuild or replace any property belonging to TENANT.

#### Section 16. Default by Tenant

a. The happening of any one or more of the following events shall constitute a default under this lease:

(I) Failure by TENANT to pay any rent or other payment or charge provided in this lease to be paid by TENANT, as and when such payment becomes payable hereunder, and continuance of such failure for a period of ten (10) days after written notice to TENANT that such payment has not been received unless such failure has occurred twice in the immediately preceding twelve months, in which instance no notice shall be required.

(II) Failure by TENANT to perform or observe any other agreement, covenant or condition required by this lease to be performed or observed by TENANT for a period of fifteen (15) days, or if a longer period shall be required because of the nature of such default, failure by TENANT to commence within said fifteen day period and thereafter to proceed diligently to cure such default.

(III) Assignment of the lease by TENANT without the prior written consent of the COUNTY.

(IV) Vacation or abandonment of the leased premises by TENANT.

b. Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided above the COUNTY shall have the right at its option to immediately, or at any time thereafter, terminate this lease by giving TENANT ten (10) days' notice of such termination and this lease shall terminate on the date specified in such notice of cancellation. Such termination by default shall not relieve TENANT of any liability to the COUNTY for damages sustained by virtue of a breach by TENANT.

#### Section 17. Quiet :Enjoyment

The COUNTY covenants that subject to TENANT's complying with all the terms and conditions of this lease on TENANT's part to be complied with and performed, TENANT shall have the peaceable and quiet possession of the leased premises during the term of this lease.

#### Section 18. Further Agreements and Covenants

TENANT further covenants and agrees to (a) store all trash and refuse in adequate containers within the leased premises, in a neat,

clean condition so as not to be visible to the public and so as not to create any health or fire hazard and to attend to the daily disposal thereof in a manner as may be directed by the COUNTY; (b) use and cause to be used plumbing facilities only for the purpose for which they are constructed and no foreign substance of any kind shall be thrown herein; (c) park TENANT's vehicles and cause TENANT'S employees to park their vehicles only in those portions of the parking area, if any, designated for that purpose by landlord.

#### Section 19. Unavoidable Delays

In the event that either party hereto is rendered unable to carry out any obligations of such party under this lease, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "unavoidable delays" means riots, epidemics, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents to machinery, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of the due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this section, no obligation of either party hereto shall be suspended where such obligation is for, or related to the payment of money.

#### Section 20. Surrender at End of Term

Upon the expiration of the term hereof, or sooner termination of this lease, TENANT agrees to surrender and yield possession of the leased premises to COUNTY, peacefully and without notices and in good order and condition, but subject to ordinary wear and reasonable use thereof, subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this lease.

#### Section 21. COUNTY's right to cure TENANT'S Defaults

COUNTY may, but shall not be obligated to cure at any time, without notice, any default under this lease and whenever COUNTY so elects, all costs and expenses incurred by COUNTY in curing such default, except late rent, shall be paid by TENANT to COUNTY on demand.

#### Section 22. No Waiver:

Failure of COUNTY to insist upon the strict performance of any provision of this lease or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by COUNTY of rent with knowledge of the breach of any provision of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by COUNTY or TENANT unless such waiver is in writing and signed by the other. No payment by TENANT or receipt by COUNTY of a lesser amount than the quarterly rent shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. COUNTY may accept such check or payment without prejudice to COUNTY's right to recover the balance of such rent or to pursue any other remedy in this lease provided.

#### Section 23. Notices:

Any notice and demand which may be or is required to be given under this lease shall be in writing and sent by United States Certified mail, postage prepaid, and shall be addressed;

(a) If to County;      Jeffrey S. Smith, Director of General Services  
Jefferson County Courthouse, Room 1  
716 Richard Arrington Jr., Blvd. N  
Birmingham, Alabama 35203

And

Department of Finance  
Jefferson County Courthouse, Room 280  
716 Richard Arrington, Jr., Blvd. N  
Birmingham, Alabama 35203

(b) If to TENANT;    Ann Dawson-August , Executive Director  
Birmingham-Jefferson County Transit Authority  
2121 Reverend Abraham Woods Jr. Blvd. - Suite 500  
Birmingham, AL 35203

COUNTY and TENANT shall each have the right to change their respective above designated address and names of the parties to who notices and demands are to be sent by providing written notice to the other of the change.

#### Section 24. Governing Law:

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and

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

Section 25. COUNTY Funds Paid:

COUNTY, TENANT and TENANT's representative signed below certify by the execution of this Agreement that no part of the funds paid by the county and or State 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 TENANT 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 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.

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

Section 26. Modification of Agreement:

There shall be no modification of this written lease agreement except in writing and signed by the party to be charged.

Section 27. Captions and Headings

The captions and heading of the articles and sections of this lease agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction..

Section 28. Construction of Terms:

a. Printed parts of this lease shall be as binding upon the parties hereto as other parts hereof. Parts of this lease which are written or typewritten shall have no greater force of effect than, and shall not control, parts which are printed, but all parts shall be given equal effect. TENANT declares that TENANT has read and understands all parts of this lease, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

B. Any provision or provisions of this lease which may prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof shall nevertheless remain in full force and effect.

Section 29. Representations of TENANT and COUNTY as to the Entirety of the Agreement

TENANT hereby represents to COUNTY and COUNTY hereby represents to TENANT that this lease sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed, under seal, as of the day and year first above mentioned.

LANDLORD:

JEFFERSON COUNTY COMMISSION

W.D. Carrington

President, Jefferson COUNTY Commission

TENANT:

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY

\_\_\_\_\_, Executive Director

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, August 29, 2013.

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President

ATTEST

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Minute Clerk