

STATE OF ALABAMA)

JEFFERSON COUNTY) February 27, 2014

The Commission convened in regular session at the Birmingham Courthouse at 1:30 p.m., David Carrington, President, presiding and the following members present:

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

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

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

- Commissioner Bowman, Health and General Services Committee Items 1, 2 and Addendum Item 7.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 3 and Addendum Items 8 and 9 plus two additional grant items.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 6 and Addendum Items 10 and 11.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 and 2.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 26, excluding Item 19 and Addendum Items 3 through 6 and 12.

State Representative Juandalynn Givan spoke to the Commission regarding litter in Jefferson County.

Feb-27-2014-122

AMENDED RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 2014 meeting dates for the County Commission are as follows, unless otherwise modified and appropriate public notice given:

Tuesday Committee Meetings

Time: 9 A.M.
Location: Commission Conference Room,
Suite 200, Jefferson County Courthouse

January 7 & January 28
February 11 & February 25
March 11 & March 25
April 8 & April 22
May 6 & May 20
June 10 & June 24
July 8 & July 22
August 12 & August 26
September 9 & September 23
October 7 & October 21

Thursday Commission Meetings

Time: 9 A.M. (except as noted below)
Location: Commission Chamber, Suite 270,
Jefferson County Courthouse
(except for Bessemer meetings noted below)

January 9 & January 30*
February 13 & February 27**
March 13 & March 27**
April 10 & April 24* **
May 8 & May 22**
June 12 & June 26**
July 10 & July 24* **
August 14 & August 28**
September 11 & September 25**
October 9 & October 23* **

* denotes that meeting will be held at the Bessemer Courthouse

** denotes that meeting will begin at 1:30 P.M.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Library Cooperative.

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Library Cooperative (hereinafter called the "Contractee").

A WITNESSETH:

WHEREAS, the County Commission desires to develop and promote County resources; and

WHEREAS, the County recognizes the Public Libraries of Jefferson County are resources of the County and fulfill public purposes; and

WHEREAS, the County desires to provide capital funding to the Contractee.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon the joint execution of this contract by the County and the Contractee and end September 30, 2014.
2. The County shall pay to the Contractee a total of \$101,000 within 30 days execution of this contract, such funds to be used by the Contractee solely for the following purposes:
 - a. Server virtualization project (\$85,000): This project will replace multiple hardware servers with virtual technology so that multiple hardware servers may exist on one server.
 - b. Meru wireless (WiFi) management tool project (\$16,000): This project will implement a system wide wireless management tool that will monitor and control all Meru wireless access points in the Contractee's member libraries.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS PROHIBITED.

3. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2014 whichever shall first occur.
4. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above. These funds and any client fees and other income collected in connection with the programs supported by these funds shall be accounted for, carried forward, and used only for these programs.
5. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual.
6. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
7. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.
8. Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission
JEFFERSON COUNTY LIBRARY COOPERATIVE
Patricia Ryan, Executive Director

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

Feb-27-2014-124

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to settle the lawsuit with the Greater McAdory Athletic Association, and the President is hereby authorized to execute a release of claims against Greater McAdory Athletic Association, upon receipt of full payment of the sum of One Hundred Eight-Eight Thousand Two Hundred Fifty Five and 21/100 Dollars (\$188,255.21).

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

Feb-27-2014-125

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

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

Feb-27-2014-126

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

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

Feb-27-2014-127

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

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

Feb-27-2014-128

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

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

Feb-27-2014-129

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

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

Feb-27-2014-130

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Mechelle Passmore to fill the unexpired term of Shane Boyd on the Concord Fire District Board of Trustees for a term ending October, 2016, be and hereby is approved.

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

Feb-27-2014-131

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following reappoints to the Concord Fire District Board of Trustees, be and here is approved.

a. Charles Stewart - term ending October, 2017

b. Jill Savage - term ending October, 2018

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

Feb-27-2014-132

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Michael Barron to serve on the Birmingham Fire District Board of Trustees for a five year term ending January, 2019, be and hereby is approved.

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

Feb-27-2014-133

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an Agreement between Jefferson County, Alabama and Friends of McCalla, a domestic non-profit 501(c)(3) organization, to provide funds in the amount of \$329,010 for the public benefit of constructing a multipurpose youth athletic complex in the McCalla Community.

AGREEMENT

WHEREAS, the County recognizes that athletic, recreational and educational opportunities are valuable resources of the County; and

WHEREAS, the County recognizes that quality athletic organizations constitute a resource of the County that generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County and serve as good will ambassadors from Jefferson County in other cities and states; and

WHEREAS, the Friends of McCalla is a domestic non-profit charitable 501(c)(3) organization that seeks to assist in promoting healthful and social activity for the youth of Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end February 15, 2017.
2. The County shall pay to the Friends of McCalla a lump sum payment of \$329,010 upon execution of this agreement.
3. The Friends of McCalla shall use the public funds to do the following:
 - a. For the purchase of construction materials for a multi-purpose youth athletic complex located off of Eastern Valley Road in the McCalla Community.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSES IS PROHIBITED.

4. The Friends of McCalla shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 15, 2017, whichever shall first occur.
5. The Friends of McCalla shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Friends of McCalla for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Friends of McCalla and the Friends of McCalla representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Friends of McCalla and the Friends of McCalla representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Friends of McCalla nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
- 8/ Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Friends of McCalla shall immediately refund to the county all amounts paid by the County pursuant to this agreement. '

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

FRIENDS OF MCCALLA

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
2/27/2014

| Profit Ctr | Vendor # | Name | Text | Business Area | Amount | Doc No |
|-------------|----------|------------------------|---|-------------------------|-----------|------------|
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | WIRELESS MOUSE DEPUTY CORONER OFFICE | CORONER/MEDICAL EXAM | 29.99 | 1900074405 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | MULTI FUNCTION USB CABLE FOR DEPUTY CORONERS | CORONER/MEDICAL EXAM | 7.90 | 1900075448 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | STAMPS FOR SEWER BILLING MAILOUT | GEN SVCS: ADMIN | 9.20 | 1900075166 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | CORONER/MEDICAL EXAMINER PRINTED CASE PADS | CORONER/MEDICAL EXAM | 220.00 | 1900075160 |
| DISTRICT 1 | 1001891 | AL MEDICAID AGENCY | MEDICAID CREDIT BALANCE OVERPAYMENTS-COOPER GREEN | CGH: ACCOUNTING | 14,999.62 | 1900075150 |
| DISTRICT 1 | 1031846 | MEDICARE PART A | MEDICARE OVERPAYMENTS-PROVIDER #1467469502 | CGH: ACCOUNTING | 80,648.46 | 1900075023 |
| *DISTRICT 1 | | | | | 95,915.17 | |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | PAPER FOR PRINTING LETTER HEAD | SENIOR CITIZEN SERVICES | 34.99 | 1900075182 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | ASE CERTIFICATION | FLEET MGMT: ADMIN | 60.00 | 1900075307 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | VEHICLE TAGS, VEHICLE PART, FUEL | FLEET MGMT: ADMIN | 242.42 | 1900075186 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | MISC TOOLS, THERMOETER, SOCKET SETS CAMP BESSEMER | R&T: HIGHWAY MAINT-BESS | 79.53 | 1900075386 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | DRILL BITS, ADAPTERS, HOSE, CLAMPS, GLUE, HEATER, | R&T: HIWAY MAINT-KETONA | 269.29 | 1900075303 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | FRAMES, RUBBER WASHERS, FOAM, FOOD PURCHASES | R&T: HIWAY MAINT-KETONA | 352.78 | 1900075425 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | CELL PHONES CASES, CHAIN SAW , TIE STRAP, WASHERS | R&T: HIWAY MAINT-BESS | 166.23 | 1900075644 |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | PARKING FEES, SAND PAPER, PAINT, SUPPLIES | R&T: HIWAY MAINT-BESS | 88.97 | 1900075540 |
| *DISTRICT 2 | | | | | 1,294.21 | |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | REVENUE-REIMB. POSTAGE - B'HAM TITLE REMITS | REVENUE | 65.27 | 1900074841 |

| | | | | | | |
|-------------|---------|--------------------------|--|--------------------------|------------|------------|
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | REVENUE-MILEAGE REIMB-ALA. TAX ADM. ASSOC. CONF. | REVENUE | 69.66 | 1900075641 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | REVENUE-REIMB. POSTAGE - BHAM TITLE REMITS | REVENUE | 79.80 | 1900075671 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | REVENUE-REIMB. MILEAGE EXAMINERS 120.29 | REVENUE | 120.29 | 1900075670 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | REVENUE-RETURN AUDIT-CHARLES BELL 11/3-11/8/13 TN, | REVENUE | 0.01 | 1900075674 |
| DISTRICT 3 | 1001699 | LISA MEUSE | 3 YEAR CERTIFICATION RENEWAL | BD OF EQUAL - BHAM STATE | 150.00 | 1900075343 |
| DISTRICT 3 | 1004389 | MICHAEL JACKSON | TRAVEL REIMBURSEMENT | SHERIFF ENFORCE-BHAM | 125.07 | 1900075427 |
| DISTRICT 3 | 1029545 | COSTAR GROUP, INC. | ADDITIONAL WEB BASED RESOURCES - STATE DATA | BD OF EQUAL - BHAM STATE | 1,015.20 | 1900075306 |
| DISTRICT 3 | 1031302 | LATHAN ASSOC ARCH PC | REIMBURSABLE EXPENSES | GEN SVCS: ADMIN | 562.50 | 1900075450 |
| *DISTRICT 3 | | | | | 2,187.80 | |
| DISTRICT 4 | 1000032 | ALABAMA MESSENGER | 2014 SUBSCRIPTION ALA MESSENGER-BESS PROBATE CT | PROBATE COURT | 15.00 | 1900075058 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | 11SMA BIRMINGHAM MEDIUM | EMA | 73.67 | 1900075318 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH FOR MILEAGE | STORM WATER MGT | 66.42 | 1900075317 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | 11SMA BIRMINGHAM HEAVY | EMA | 247.39 | 1900075319 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | EMA - POSTAGE, FOOD EXERCISE | EMA | 483.19 | 1900075320 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | EMA - FOOD FOR EOC ACTIVATION | EMA | 422.74 | 1900075369 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | PETTY CASH FOR SOFTWARE WEBSITE TEMPLATE | STORM WATER MGT | 15.00 | 1900075300 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | SUPPLIES FOR RESIDENTS | YOUTH DET: SUPPORT SVCS | 146.47 | 1900075310 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | PHONE CHARGERS | LAND DEVELOPMENT | 43.98 | 1900075228 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | EMA - FOOD FOREOC ACTIVATION | EMA | 726.54 | 1900075655 |
| DISTRICT 4 | 1000587 | JEFF CO TREASURER | DISTR 53 SPECIAL HOUSE ELECTION JAN 28, 2014 | BD OF REGISTRARS | 1,051.45 | 1900075304 |
| DISTRICT 4 | 1000600 | FAMILY COURT OF BHAM | REIMBURSE BANK FEES 6/13 - 12/13 | FC CLERKS OFFICE | 540.20 | 1900075344 |
| *DISTRICT 4 | | | | | 3,832.05 | |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | REPAIR CHARGE FOR LAB EQUIPMENT | ES: BARTON LAB | 38.80 | 1900074640 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | SUPPLIES DUE TO SNOWY WEATHER;INSULATION;KEYS&LOCK | ES: FIVE MILE CREEK WWTP | 139.01 | 1900075323 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | HAZMAT BACKGROUND CHECK, CLASS A CDL , EXAM TEST | ES: BIOSOLIDS HANDLING | 141.50 | 1900075460 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | INK CARTRIDGE;POSTAGE;GASOLINE;PIPE;SCOOP;TUBING; | ES: FIVE MILE CREEK WWTP | 234.62 | 1900075305 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | PARTS TO REPLACE OIL PUMP AT BNR | ES: CAHABA RIVER WWTP | 33.05 | 1900075276 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | CLEANING BRUSH FOR MAINTENANCE TRUCK | ES: CAHABA RIVER WWTP | 7.97 | 1900075279 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | SCREWS, HINDGES, WIRE, HASP, & PLIERS FOR BENDS | ES: BARTON LAB | 246.24 | 1900075311 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | PIPE | ES: TRUSSVILLE WWTP | 72.76 | 1900075094 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | CLEAN OUT SNAKE AND KEROSENE | ES: TURKEY CREEK WWTP | 73.98 | 1900075037 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | HOSE,FITTINGS,THERMOSTAT,BOLTS, FOOD,CHECK VALVE | ES: VILLAGE MAINT SHOP | 472.04 | 1900075347 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | BLK & DKR BATTERY;BIN SENSOR;REPAIRS; | ES: VILLAGE ELEC SHOP | 474.26 | 1900075321 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | AIR CYLINDER, HEX NUT, DIE SPRING, ROLL PIN, SPRIN | ES: SHADES LINE MAINT | 645.06 | 1900075222 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | REPLACEMENT HOSE FOR BNR OIL PUMP. | ES: CAHABA RIVER WWTP | 57.68 | 1900075274 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | PIPE AND FITTING TO REPAIR WATER LEAK AT AL SEIER | ES: CAHABA RIVER WWTP | 29.16 | 1900075277 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | COUPLING FOR SEAL WATER PUMPS | ES: CAHABA RIVER WWTP | 72.57 | 1900075278 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | FILTER FOR WATER FOUNTAIN | ES: LEEDS WWTP | 23.54 | 1900075187 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | GLUE TRAPS;REFRIGERATOR; | ES: VILLAGE ELEC SHOP | 406.11 | 1900075322 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | FITTINGS FOR BNR OIL PUMP | ES: CAHABA RIVER WWTP | 22.76 | 1900075275 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | BRUSH;FUSES;REIMBERSED PHILLIP FOR CERT.CARDS;DRIL | ES: VILLAGE ELEC SHOP | 494.41 | 1900075190 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | 3/4" PVC FITTING,PVC CLEANER,1-1/4 GALV FITTINGS, | ES: PACKAGE /PUMP STA | 206.51 | 1900075449 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | BEARINGS & SEALS | ES: FIVE MILE CREEK WWTP | 362.35 | 1900075294 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | COPIERS FOR OFFICE TURKEY AND WARRIOR | ES: TURKEY CREEK WWTP | 359.98 | 1900075068 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | VALVE;TAPS;MED. SUPPLIES; | ES: FIVE MILE CREEK WWTP | 270.91 | 1900075295 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | IGNITION MODULE, PRESSURE SWITCH KIT | ES: VILLAGE CREEK WWTP | 441.60 | 1900075367 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | SUPPLIES FOR WATER LINE | ES: TRUSSVILLE WWTP | 84.36 | 1900075221 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | CDL'S, NUTS, BOLTS, LOCKS, SPEAKER, POLICE REPORT, | ES: SHADES LINE MAINT | 198.71 | 1900075225 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | ASPE LECTURE SERIES PROGRAM-CEDRIC HAYDEN | ES: SANITATION ADMIN | 15.00 | 1900075424 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | IGNITION MODULE | ES: VILLAGE CREEK WWTP | 423.60 | 1900075426 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | VALVES;CAPSCREWS;SEALS;SHIM;RING; | ES: FIVE MILE MAINT SHOP | 245.89 | 1900075525 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | BLACK AND COLOR TONER CARTRIDGE | ES: BARTON LAB | 67.98 | 1900075639 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | BOTTLES AND FUNNEL | ES: TRUSSVILLE WWTP | 123.07 | 1900075640 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | POSTAGE FOR EPA DOCUMENTS-BRIAN ROHLING | ES: SANITATION ADMIN | 17.60 | 1900075675 |
| DISTRICT 5 | 1000643 | AMERICAN BAR ASSOC | 9/1/13 - 8/31/14 ABA DUES | COUNTY ATTORNEY | 244.00 | 1900075667 |
| DISTRICT 5 | 1001598 | THE BIRMINGHAM NEWS | LEGAL ADVERTISEMENTS - PAUL DEMARCO | COUNTY ATTORNEY | 4,862.00 | 1900075669 |
| DISTRICT 5 | 1004348 | CHERISH MURDOCK | ASSESSOR REIMBURSEMENT - CHERISH MURDOCK | PER BD: TESTING | 135.94 | 1900075089 |
| DISTRICT 5 | 1004490 | CAMILLE THERIAQUE | ASSESSOR REIMBURSEMENT - CAMILLE THERIAQUE | PER BD: TESTING | 100.00 | 1900075472 |
| DISTRICT 5 | 1024753 | ODEN OLSON | ASSESSOR REIMBURSEMENT - ODEN OLSON | PER BD: TESTING | 219.66 | 1900075470 |
| DISTRICT 5 | 1025167 | DEBORAH BRYARS | ASSESSOR REIMBURSEMENT - DEBORAH BRYARS | PER BD: TESTING | 391.13 | 1900075648 |
| DISTRICT 5 | 1025173 | KAREN WILCOX | ASSESSOR REIMBURSEMENT KAREN WILCOX LEWIS | PER BD: TESTING | 202.40 | 1900075654 |
| DISTRICT 5 | 1025242 | TODD HOLLOWAY | ASSESSOR REIMBURSEMENT - TODD HOLLOWAY | PER BD: TESTING | 285.83 | 1900075649 |
| DISTRICT 5 | 1025244 | STACY MCLEAN | ASSESSOR REIMBURSEMENT - STACY MCLEAN | PER BD: TESTING | 193.49 | 1900075681 |
| DISTRICT 5 | 1025257 | MICHAEL WINFREY | ASSESSOR REIMBURSEMENT - MICHAEL WINFREY | PER BD: TESTING | 303.65 | 1900075647 |
| DISTRICT 5 | 1025872 | GREGORY WHITE | ASSESSOR REIMBURSEMENT - GREGORY WHITE | PER BD: TESTING | 125.92 | 1900075473 |
| DISTRICT 5 | 1027332 | LORI SUNDERMAN | ASSESSOR REIMBURSEMENT - LORI SUNDERMAN | PER BD: TESTING | 290.26 | 1900075090 |
| DISTRICT 5 | 1027336 | KEITH PIRLOT | ASSESSOR REIMBURSEMENT - KEITH PIRLOT | PER BD: TESTING | 523.23 | 1900075471 |
| DISTRICT 5 | 1027575 | CECIL LEVEL | ASSESSOR REIMBURSEMENT - CECIL LEVEL | PER BD: TESTING | 301.22 | 1900075650 |
| DISTRICT 5 | 1030562 | WESLEY MCCARROLL | ASSESSOR REIMBURSEMENT - WESLEY MCCARROLL | PER BD: TESTING | 100.00 | 1900075469 |
| DISTRICT 5 | 1030649 | ROBIN GERDES | ASSESSORREIMBURSEMENT-ROBIN GERDES | PER BD: TESTING | 191.42 | 1900075468 |
| DISTRICT 5 | 1030661 | RICH SHERRILL | ASSESSOR REIMBURSEMENT - RICH SHERRILL | PER BD: TESTING | 220.11 | 1900075651 |
| DISTRICT 5 | 1030664 | HAROLD SMITH | ASSESSOR REIMBURSEMENT - HAROLD SMITH | PER BD: TESTING | 235.39 | 1900075653 |
| DISTRICT 5 | 1030676 | CLARENCE PARKS | ASSESSOR REIMBURSEMENT - CLARENCE PARKS | PER BD: TESTING | 370.43 | 1900075091 |
| DISTRICT 5 | 1030680 | MELANIE SILVA | ASSESSOR REIMBURSEMENT - MELANIE SILVA | PER BD: TESTING | 295.06 | 1900075652 |
| DISTRICT 5 | 1031326 | GLORIA WILSON | ASSESSOR REIMBURSEMENT - GLORIA WILSON | PER BD: TESTING | 497.71 | 1900075474 |
| DISTRICT 5 | 1031823 | JASON HARDISTER | ASSESSOR REIMBURSEMENT - JASON HARDISTER | PER BD: TESTING | 150.00 | 1900075475 |
| DISTRICT 5 | 1031824 | RAY WATERS | ASSESSOR REIMBURSEMENT-RAY WATERS | PER BD: TESTING | 244.18 | 1900075476 |
| DISTRICT 5 | 1031866 | STERLING JON | ASSESSOR REIMBURSEMENT - STERLING JONES | PER BD: TESTING | 366.38 | 1900075161 |
| DISTRICT 5 | 1031867 | FRANK FRAITZL | ASSESSOR REIMBURSEMENT - FRANK FRAITZL | PER BD: TESTING | 193.51 | 1900075162 |
| DISTRICT 5 | 1031868 | SIDNEY CARROLL | ASSESSOR REIMBURSEMENT - SIDNEY CARROLL | PER BD: TESTING | 245.00 | 1900075163 |
| DISTRICT 5 | 1031869 | PHILIP RENTMEESTER | ASSESSOR REIMBURSEMENT - PHILIP RENTMEESTER | PER BD: TESTING | 665.27 | 1900075164 |
| DISTRICT 5 | 1031925 | NORMAN D. HARRIS | REFUND FOR INS DEDUCTED ON DAUGHTER WHO TURNED 26 | HUMAN RESOURCES ADMIN | 117.92 | 1900075792 |
| DISTRICT 5 | 1031927 | RYAN LILLARD | ASSESSOR REIMBURSEMENT (MILEAGE) - RYAN LILLARD | PER BD: TESTING | 130.41 | 1900075682 |
| DISTRICT 5 | 1031931 | TUTWILER STATION LLC | REFUND FOR OVERPAYMENT & FB W0-113584D | FINANCE SEWER SERVICES | 599.38 | 1900075678 |
| DISTRICT 5 | 1031932 | DAREN / VALERIE R LANIER | REFUND FOR LEAK ADJUSTMENT ACCT# N5361-3876 L#1 | FINANCE SEWER SERVICES | 258.40 | 1900075679 |
| *DISTRICT 5 | | | | | 19,562.38 | |
| ** | | | | | 122,791.61 | |

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

Feb-27-2014-134

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Accounting Services Contract and an Addendum to Accounting Services Contract between Jefferson County, Alabama and Warren Averett, LLC to provide audit of financial statements for FY2013 in an estimated amount of \$622,000, FY2014 in an estimated amount of \$614,725 and for FY2015 in an estimated amount of \$745,000.

ACCOUNTING SERVICES CONTRACT

_____, 2014

THIS AGREEMENT entered into this _____ day of _____, 2014 by and between Jefferson County, Alabama, hereinafter called "the Count" or "the Commission", and Warren Averett, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be _____, 2014.

WHEREAS, the County desires to contract for accounting services for independent audits for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional financial services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner independent audits as described below:

- An audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit(s), each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the Jefferson County Commission as of and for the years ending September 30, 2013, 2014 and 2015.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional financial accounting services to the Commission in accordance herewith and the Addendum attached hereto (on file in the Minute Clerks Office), at any time after the effective date of this Contract. The terms of this contract are effective until September 30, 2016. The parties may extend the term of this agreement by mutual agreement if required for completion of services.

4. COMPENSATION: The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided, the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

A. FISCAL YEAR 2013

| ACCOUNTING SERVICE | COST PROPOSAL |
|--|---|
| (1) Audit of the Commission's financial statements for the year ending 9/30/13 | Estimated Hours - 3,110 Estimated Fees - \$622,000 |
| (2) Hourly rates by position are as follows: | |

| POSITION | HOURLY RATES |
|-----------------------------------|--------------|
| Member/Principal | \$285-440 |
| Senior Manager/Manager/Specialist | \$190-320 |
| Supervisor | \$165-215 |
| Senior Accountant | \$145-180 |
| Staff Accountant | \$140-155 |

B. FISCAL YEAR 2014

| ACCOUNTING SERVICE | COST PROPOSAL |
|--|---|
| (1) Audit of the Commission's financial statements for the year ending 9/30/14 | Estimated Hours - 2,805 Estimated Fees - \$614,725 |
| (2) Hourly rates by position are as follows: | |

| POSITION | HOURLY RATES |
|-----------------------------------|--------------|
| Member/Principal | \$285-440 |
| Senior Manager/Manager/Specialist | \$190-320 |
| Supervisor | \$165-215 |
| Senior Accountant | \$145-180 |
| Staff Accountant | \$140-155 |

C. FISCAL YEAR 2015

| ACCOUNTING SERVICE | COST PROPOSAL |
|--|---|
| (1) Audit of the Commission's financial statements for the year ending 9/30/15 | Estimated Hours -3,360* Estimated Fees - \$745,000 |

*Includes additional estimated hours related to anticipated software conversion.

| (2) Hourly rates by position are as follows: | |
|--|--------------|
| POSITION | HOURLY RATES |
| Member/Principal | \$300-465 |
| Senior Manager/Manager/Specialist | \$200-330 |
| Supervisor | \$175-225 |

| | |
|-------------------|-----------|
| Senior Accountant | \$155-190 |
| Staff Accountant | \$150-165 |

Our rates will be different during busy season, defined as January 1 - March 31. Hours performed during busy season will be billed at higher rates than hours worked outside of busy season.

A 10% payment of approximately \$62,000 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 15th and the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 30 days of invoice date.

Expenses will include only actual out of pocket expenses such as mileage and other direct costs. All out of pocket expenses will be billed separately and disclosed fully on the statements.

5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc., and that the County will not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor acknowledges that it is required to agree to and comply with AO 08-4 regarding equal opportunity practices. A copy of the AO is attached hereto.

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

8. TERMINATION OF CONTRACT: This contract, with regard to the audit of the September 30, 2013, 2014 and 2015 financial statements, may be terminated by the County with a thirty (30) day written notice to the Contractor. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

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

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

13. CONFLICTS OF INTEREST: Other than assisting CPA firm clients in the normal course of business related to tax and business license matters, during the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

14. NON-ASSIGNMENT: No portion of the resulting project contract may be sold, assigned, transferred, or conveyed to a third party

without the express written consent of the Commission. Should the Commission authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

15. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

| | |
|-----------------------------|-----------------------------|
| CONTRACTOR | JEFFERSON COUNTY, ALABAMA |
| Carol L. Phillips, CPA, CFE | David Carrington, President |
| Warren Averett, LLC | Jefferson County Commission |

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

Feb-27-2014-135

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Banks, Finley, White & Company to provide a single audit for federal award programs for FYs 2013, 2014 and 2015 in the amount of \$145,000 annually.

January 22, 2014

Jefferson County Commission

716 Richard Arrington Jr. Blvd. North

Birmingham, Alabama 35203

We are pleased to submit this engagement letter to conduct a Single Audit of Federal Award Programs for the Jefferson County Commission ("the Commission"). We will audit the Schedule of Expenditures of Federal Awards (SEFA) of the Commission for the year ended September 30, 2013 and years ending September 30, 2014 and 2015.

Audit Objectives

The objective of our audit is the expression of an opinion about whether the SEFA is fairly presented, in all material respects, in conformity with the modified accrual basis of accounting. The objective also includes reporting on internal control related to major federal awards programs of the Commission and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could, have a direct and material effect on major programs in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A133. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records of the program and other procedures we consider necessary to enable us to express an opinion and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinion on the SEFA or our opinion on compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the SEFA in accordance with the requirements of OMB Circular A-133 and all accompanying

information as well as all representations contained therein. As part of the audit, we will assist with preparation of the SEFA and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the SEFA and related notes and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the SEFA and that you have reviewed and approved the SEFA and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the SEFA in conformity with the modified accrual basis of accounting; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all program financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the SEFA, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Commission from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the SEFA to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the SEFA taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Commission involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the SEFA. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Commission received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Commission complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provision of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review upon the start of audit fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the SEFA; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the SEFA. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the SEFA is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Commission or to acts by management or employees acting on behalf of the Commission. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and

Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the SEFA or on the program. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the SEFA; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the SEFA and to design the nature, timing, and extent of further audit procedures. As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

Audit Procedures-Compliance

OMB Circular A-133 requires that we plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to the program. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on the federal program. The purpose of these procedures will be to express an opinion on Jefferson County Commission's compliance with requirements applicable to the program in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, SEFA, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will provide copies of our reports to you; however, management is responsible for distribution of the reports and the SEFA. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Banks, Finley, White & Co., and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal grantor agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Banks, Finley, White & Co. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding

agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit immediately upon notification from the Commission to proceed and to issue our reports no later than June 30 of each fiscal year we are engaged. Jeffrey White, Sr. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate that our fees for these services will not exceed \$145,000 annually for each year (2013, 2014 and 2015) for total fees over a three-year period of \$435,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered monthly as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Jeffrey White, Sr., CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Jefferson County Commission.

W. D. Carrington, President - Jefferson County Commission

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

Feb-27-2014-136

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Warren Averett, LLC to provide an audit of the receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2013 at an estimated cost of between \$49,000 and \$54,000.

THIS AGREEMENT entered into this ___ day of December 2013, by and between Jefferson County, Alabama, hereinafter called "the County" or "the Commission", and Warren Averett, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2014.

WHEREAS, the County desires to contract for independent audits for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional accounting services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner independent audits as described below:

- An audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2013 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B. The schedule of receipts and disbursements of Education Tax Proceeds shall include only proceeds collected by the County from the levy of the Education Tax and disbursements made from those same proceeds. Other receipts, such as bond proceeds and investment earnings, shall not be included. Other disbursements, such as grants and arbitrage rebate payments shall not be included. The County will furnish a copy of such audit to the Trustee and to each Rating Agency which has a rating outstanding respecting any series of the Parity Securities, and each of them is granted the right to discuss the contents of the audit with the Contractor making the same and to secure from the Contractor such

additional information respecting the matters therein set out as may be reasonably required.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until September 30, 2014. The parties may extend the term of this agreement by mutual agreement if required for completion of services.

4. COMPENSATION: The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

| | |
|--|---|
| ACCOUNTING SERVICES | COST PROPOSAL |
| Independent audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2013 as described | Estimated Hours - 200-250 Estimated Fees - \$49,000 - \$54,000 |

in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B.

Hourly rates by position are as follows:

| POSITION | HOURLY RATES |
|-----------------------------------|--------------|
| Member/Principal | \$285-\$440 |
| Senior Manager/Manager/Specialist | \$190-\$320 |
| Supervisor | \$165-\$215 |
| Senior Accountant | \$145-\$180 |
| Staff Accountant | \$140-\$155 |

A payment of \$25,000 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 15th and the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 15 days of invoice date.

Expenses will also include only actual out of pocket expenses such as mileage and other direct costs. All out of pocket expenses will be billed separately and disclosed fully on the statements.

5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational taxes, all applicable federal, state and local taxes, etc., and that the County will not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor acknowledges that it is required to agree and comply with AO 08-4 regarding equal opportunity practices.

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

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

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

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

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

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any

member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

13. CONFLICTS OF INTEREST: Other than assisting CPA firm clients in the normal course of business related to tax and business license matters during the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

14. NON-ASSIGNMENT: No portion of the resulting project contract may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the Commission. Should the Commission authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, duetto nonperformance.

15. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

| | |
|------------------------|-----------------------------|
| CONTRACTOR | JEFFERSON COUNTY, ALABAMA |
| Carol L. Phillips, CPA | David Carrington, President |
| Warren Averett, LLC | Jefferson County Commission |

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

Feb-27-2014-137

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 2/04/14 - 2/10/14

1. GENERAL SERVICES (BUILDING MAINTENANCE FROM SHERWIN WILLIAMS, BIRMINGHAM, AL, CONTRACT RENEWAL TO PURCHASE PAINT AND RELATED ITEMS ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/01/14 -3/31/15. SCHEDULED FOR REBID IN OCTOBER 2014. REFERENCE BID # 79-12
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM VERMEER SOUTHEAST, BIRMINGHAM, AL, TO AWARD PURCHASE OF ONE (1) FINN, T120 HYDRO SEEDER, 1000 GALLON CAPACITY, SERIES II FOR THE PERIOD OF 2/26/14 - 1/08/15 WITH OPTION TO RENEW TWO ADDITIONAL YEARS THROUGH 1/08/17. REFERENCE BID #25-14R \$49,500.00 TOTAL
3. COOPER GREEN MERCY HEALTH SERVICES FROM KONE INCORPORATED, MOLINE, IL, FOR PURCHASE OF MONTHLY ELEVATOR MAINTENANCE SERVICES FOR THE PERIOD OF 10/01/13 - 9/30/14. PURCHASE ORDER NOT LISTED ON ENCUMBRANCE REPORT. SAP PURCHASE ORDER # 2000077570 \$50,000.00 TOTAL REFERENCE BID # 170-13
4. ENVIRONMENTAL SERVICES: WWTP & PUMP STATIONS FROM SERVPRO OF BIRMINGHAM, PELHAM, AL, TO PAY

- OUTSTANDING INVOICES FOR EMERGENCY SEWAGE CLEANUP AT VARIOUS LOCATIONS WITHIN JEFFERSON COUNTY FOR THE PERIOD OF 1/01/13 -9/30/13. SAP PURCHASE ORDER # 2000077764 \$15,360.09 TOTAL
5. ACKNOWLEDGMENT FOR JEFFERSON COUNTY OFFICE OF SENIOR CITIZENS SERVICES FROM FIRST UNITED PRESBYTERIAN CHURCH OF FORESTDALE, BIRMINGHAM, AL, OPEN CONTRACT PURCHASE ORDER TO MAINTAIN SENIOR CENTER FOR THE PERIOD OF 10/01/13 - 9/30/14. PURCHASE ORDER NOT LISTED ON ENCUMBRANCE REPORT. SAP PURCHASE ORDER # 2000077973 \$10,000.00 TOTAL CLARITY CONTRACT # CON-00001040
 6. ENVIRONMENTAL SERVICES: WWTP & PUMP STATIONS FROM EQUIPUMP, CHAMPLAIN, NY, TO PURCHASE ROTOR-URETHANE FOR RPD-5 AND RPD-8 MUNIFLO PUMP. SAP PURCHASE ORDER # 2000077798 \$6,426.00 TOTAL
 7. ACKNOWLEDGMENT FOR FAMILY COURT - ADMINISTRATION FROM UAB SUBSTANCE ABUSE PROGRAM, BIRMINGHAM, AL, OPEN PURCHASE ORDER TO PROVIDE MANAGEMENT AND STAFFING FOR THE ADOLESCENT MENTORING PROGRAM FOR THE PERIOD OF 10/01/13 - 9/30/14. PURCHASE ORDER NOT LISTED ON ENCUMBRANCE REPORT. SAP PURCHASE ORDER # 2000077932 \$120,131.00 TOTAL CLARITY CONTRACT # CON-00005638
 8. ROADS & TRANSPORTATION HIGHWAY MAINTENANCE - BESSEMER FROM ADVANCED ASPHALT PRODUCTS LLC, JASPER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MIX ASPHALT TO BE ORDERED ON AN AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 10/01 / 13 - 9/30/ 14. SAP PURCHASE ORDER # 2000075318 CHANGE ORDER \$5,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$9,999.99 TOTAL
 9. ROADS & TRANSPORTATION HIGHWAY MAINTENANCE - BESSEMER FROM SUPERIOR PRODUCTS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONCRETE SAND TO BE ORDERED ON AN AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 -9/30/14. SAP PURCHASE ORDER # 2000075343 CHANGE ORDER \$10,000.00 REFERENCE BID # 58-11 PURCHASE ORDER \$12,000.00 TOTAL

For Week of 2/11/14 - 2/17/14

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL TRUCKS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDERS TO PAY FOR BODY REPAIR WORK FOR VEHICLE #E011409. SAP PURCHASE ORDER #2000075969 CHANGE ORDER \$472.29 PURCHASE ORDER \$7,672.97 TOTAL

ADDENDUM NO. 1 - For Week of 2/11/14 - 2/17/14

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TRACTOR & EQUIPMENT COMPANY, BIRMINGHAM, AL TO AWARD BID FOR THE PURCHASE OF TWO (2) Vogele 5203-21 ASPHALT PAVERS WITH RUBBER TRIES AS SPECIFIED ON PURCHASE ORDER. SAP PURCHASE ORDER #2000078199 \$693,672 TOTAL REFERENCE BID # 49-14
2. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM ASSURE COMPANY RISK MANAGEMENT D/B/A MUNICIPALH20 COM., LITTLE ROCK, AR FOR RMP SERVICE TO CONDUCT A COMPLIANCE AUDIT FOR THE FACILITY IN ACCORDANCE WITH 40 CFR 68. SAP PURCHASE ORDER # 2000078174 \$5,800.00 TOTAL
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM LOADERS SERVICES & EQUIPMENT, PELHAM, AL TO PURCHASE ONE (1) 74" INDUSTRIAL BUCKET GRAPPLE AND ONE (1) BRUSHCAT ROTARY CUTTER, STANDARD FLOW. SAP PURCHASE ORDER # 2000077685 \$7,994.60 TOTAL NJPA CONTRACT #060311-CEC

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

Feb-27-2014-138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION for the week of for week of 2/04/14 - 2/10/14 and 2/11/14 - 2/17/14, BE AND THE SAME HEREBY IS APPROVED.

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

Feb-27-2014-139

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 2/04/14 - 2/10/14 and 2/11/14 - 2/17/14, be and hereby is approved.

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

Feb-27-2014-140

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date January 26, 2014.

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

STAFF DEVELOPMENT

Multiple Staff Development

| | | |
|--|---------------|------------|
| Board of Equalization | (State funds) | |
| Lisa Meuse | | \$640.44 |
| Jane Mardis | | \$458.66 |
| Gene Toxey | | \$218.48 |
| Mike Callahan | | \$625.44 |
| Robert Burgett | | \$218.48 |
| David Ogden | | \$218.48 |
| Tyrone Long | | \$218.48 |
| Robin Henderson | | \$625.44 |
| James Self | | \$218.48 |
| Richard Quinones | | \$218.48 |
| Jana McPherson | | \$ 50.00 |
| Don McAllister | | \$446.96 |
| AAAO Mid-Winter Conference Certification Course | | |
| Florence, AL – March 16-21 (not all participants staying 5 days) | | |
| Environmental Services | | |
| Ladrian Pickens | | \$823.94 |
| Alfonzo Taylor | | \$823.94 |
| Infrared Thermography Level I Certification | | |
| Atlanta, GA – March 3-7, 2014 | | |
| Kenneth Bennett | | \$1,082.59 |
| Michael Partain | | \$1,148.38 |
| AWEA Technical Conference | | |
| Orange Beach, AL – April 6-9, 2014 | | |
| Inspection Services | | |
| Ted Williams & Mike Maze | | \$350.00 |
| Annual Meeting of AL Chapter of International | | |
| Assn. of Electrical Inspectors | | |
| Montgomery, AL – March 10-11, 2014 | | |
| Sheriff's Office | | |
| Jeremy Barbin | | \$425.00 |
| Brad Dickey | | \$425.00 |
| Detective & New Criminal Investigator | | |
| Birmingham, AL – March 10-14, 2014 | | |
| Robert Williams | | \$1,125.28 |
| Anthony Dotson | | \$1,125.28 |
| National Symposium on Child Abuse | | |
| Huntsville, AL – March 23-27, 2014 | | |
| Family Court | | |
| Raquel Lynch, Alvin Hicks & Marsha Carter | | \$135.00 |

HOPE Workshop
Anniston, AL – February 28, 2014

Individual Staff Development

Community & Economic Development
Frederick Hamilton \$1,166.54
Southeastern Employment & Training Assn. Conference
Nashville, TN – March 9-11, 2014

County Manager
Tony Petelos \$3,350.05
Multiple meetings involving bankruptcy
New York, NY & Boston, MA – November 4-5 and 11-13, 2013

Sheriff's Office
James Posey \$740.86
Field Training Officer
Florence, AL – February 17-20, 2014

Sharon Belcher \$99.00
Ways to Stop Workplace Drama
Webinar – March 19, 2014

Revenue
Charles Bell \$2,927.29
Tax Audit
Herndon, VA, Charlotte, NC, Greenville/Columbia, SC &
Nashville, TN – March 1-14, 2014

Marlin Allen \$110.00
Contractors & Dual Businesses & Auto Dealers & Garages
Hoover, AL – March 7, 2014

Tax Assessor - Birmingham (State funds)
Sheila Nixon \$595.21
Testing for the AL Certified Mapping Designation
Auburn, AL – March 12-14, 2014

For Information Only
Lorren Oliver \$1,330.08
Society for Industrial & Organizational Psychology
Honolulu, HI – May 13-19, 2014

Tiffany Owens \$65.00
Samford University 2014 Networking Expo
Birmingham, AL – February 26, 2014

Tiffany Owens \$2,407.61
SHRM Staffing Management Conference
Nashville, TN – April 27-30, 2014

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

BUDGET TRANSACTION

1. General Services \$42,852
Add purchasing memorandum and shift funds with the Capital Improvement Fund from the operating account-other materials and supplies to the capital equipment account to purchase three (3) 60-gallon stationary kettles, Groen Model No. AH/1E60, for the Birmingham Jail.

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

Feb-27-2014-141

BE IT RESOLVED BY THE Jefferson County Commission to appoint Ms. Alesia L. Hatten of 4824 Embry Road Birmingham, AL 35207 to the position of Trustee, on the North Smithfield Manor/Greenleas Heights Fire District Board of Trustees. Ms. Hatten's appointment will begin on March 1, 2014 and end February, 2019.

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

Feb-27-2014-142

WHEREAS, rules and regulations have been established to govern employee contract, public and juror parking in the Birmingham Jefferson County Parting Deck; and

WHEREAS, it is necessary to update such rules and regulations from time to time.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following rules and regulations shall apply to all parking in the above mentioned parking deck and shall establish rules for the Public and Contract parking areas:

General Policies:

- Normal Parking Deck hours are Monday- Friday, 6 am. - 6 pm.
- Access to the parking deck shall be by use of County identification badge with permit/hang tag displayed, ticket, or juror summons. Employees from outer locations may enter the deck by taking a ticket from dispenser and must have ticket validated by General Services, Commission Offices, County Manager's Office, Pension Office or District Attorney's Office for free exit. Upon leaving parking deck, employee shall:
 - o Show permit/hang tag
 - o Show validated ticket to cashier or
 - o Pay the maximum daily rate charge of \$10
- All identification badges and permits/hang tags are the property of Jefferson County. Upon termination of employee parking contract or revocation of parking privileges, identification badges will be deactivated and parking permit hang tag must be returned immediately to General Services. Upon leaving employment, identification badges and permits/hang tags must be received and all parking charges paid.
- Any situation not covered in these rules shall be decided by the Director of General Services and recommendations of the Parking Committee.

Cost

- Public parking fees shall be \$1 per hour or partial hour. Maximum daily rate is \$10
- Lost ticket charge is \$10
- Employee Contract parking shall be on a monthly basis only, at a rate of \$20 per month, payable in advance, with no proration for any part of a month. Failure to make payment by the 5th day of the month shall result in deactivation of access until paid.

Assignment of Parking

- Levels G through two (2) are designated as Public and Juror Parking.
- Levels three (3) and four (4) parking is now labeled "Priority Parking" and are for employees that had assigned spaces on those floors prior to this Resolution. Any vacancies will be filled from a list established from the original contract parking list. "Priority Parking" decals will be issued to employees authorized to park on these levels and will be affixed to the outside of the lower right back windshield. Employees assigned to priority parking will have one opportunity to rotate into each next lower half level at a time a space comes available.
- Parking spaces for employee contract parkers on levels three (3) and four (4) are still assigned spaces. Parking on levels five (5) through eight (8) for employee contract parkers will no longer be assigned; they will be on a "first come first serve" basis.
- Level eight (8) will be used for County vehicles and handicap parking on the lower level, with General Contract parking on the upper level.
- New employee contract parking will be granted by seniority from the established "Waiting List". Employees may request to be added to the waiting list through the General Services front desk clerk.
- Parking permits/hang tags are not transferable.
- Any contract parker that does not have their identification/parking badge will not be permitted to pull into the deck. You must have your parking access badge to park in the deck.

Declines

- Any employee that declines an offer to move to "Priority Parking" from the upper levels shall have their name placed at the bottom of the seniority list, and will not be contacted again until their name has made it back to the top of the list.
- Anyone that declines to move into the deck when offered a space shall be moved to the bottom of the "Waiting List" and will not be contacted until their name has made it back to the top of this list.

Handicap Parking

- Handicap parking spaces on Levels three (3) through eight (8) are only for employees with the General Services issued handicap parking permits along with the State issued permits/tags.
- Anyone obtaining parking privileges due to physical limitations must have a State issued handicap permit and park in spaces designated as such.
- Van accessible handicap parking is designated for individuals with vehicles utilizing a hoist or ramp only.
- Temporary handicap parking spaces are on the 8th floor of the parking deck only.

Violations

- Any employee contract parker who parks in an unauthorized area shall result in a two (2) week suspension of their parking privileges after they report to the County Manager's office to sign a statement of understanding.
- A second violation will result in immediate revocation of parking privileges.
- Any individual whose parking privileges have been revoked will have his name moved to the bottom of the Parking Waiting List. Said individual shall forfeit all seniority privileges.
- Local employees not authorized to park in the employees' section of the parking deck are prohibited from parking on Levels G - 2 as they are designated for public and juror parking. Anyone found violating this shall be moved to the bottom of the waiting list.
- Any deviation from the rules set forth in this Resolution shall result in immediate revocation of parking privileges.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that copies of the foregoing Rules and Regulations shall be posted in the Courthouse and distributed to employee contract parkers.

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

Feb-27-2014-143

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and SACS -Staton & Consultants, Inc., Seabe Staton, Jr., President to provide Electroencephalographic Technologist services for the period February 1, 2013 - December 31, 2013 in an amount not to exceed \$6,000.

Contract ID: CON-00003499

SACS (d/b/a Seabe Staton, Jr.)

PERSONAL SERVICE CONTRACT

WHEREAS, Jefferson County; Alabama, as a function of county government, operating the Cooper Green Mercy Health Services; and

WHEREAS, Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (hereinafter referred to as the "Clinics"), desires to contract for services; and

WHEREAS, THE UNDERSIGNED, Staton and Associates Consultant Services, Inc., (SACS) d/b/a Seabe Staton (hereinafter referred to as the "Contractor"), desires to furnish services to the Clinics.

NOW THEREFORE, in consideration of the above recitals stated and the conditions and terms set forth below, the parties hereto SPECIFICALLY AGREE as follows:

1. SCOPE OF SERVICES: The duties of the Contractor shall be provided on an as needed basis and shall include but not be limited to The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services of a qualified Electroencephalographic Technologist as certified by the American Board of Registration of Electroencephalographic Technologists. The Contractor shall be available to render EEG services to the Clinics during normal clinic business hours, Monday through Friday, as needed.
2. TERMS OF AGREEMENT: This Agreement shall have an initial term of one (1) year term commencing on February 1, 2013 through December 31, 2013. This Agreement may be renewed for successive one (1) year terms for a total of two (2) additional years with written approval by the Contractor and the Jefferson County Commission.
3. COMPENSATION: The Clinic shall pay to Staton and Associates Consultant Services, Inc. the sum of \$90.00 per EEG during the term of this contract upon submission of an itemized detailed invoice. Total compensation shall not exceed \$6,000 annually.

4. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for the same under this contract.
5. NON-DISCRIMINATING POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion, or handicap.
6. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance department with information required for Form 1099 reporting and other pertinent data.
7. GOVERNMENTAL REGULATIONS: The Contractor's obligations under this Contract are subject to all governmental laws and regulations federal, state, and local.
8. TERMINATION OF CONTRACT: Upon Thirty (30) days written notice to Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items) : (1) for completed and acceptable work executed in accordance with the Agreement prior to the effect date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
9. Assumption of Risk, Hold Harmless Indemnification. Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Clinics for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Clinic. Contractor shall not represent itself to any third party as an agent or employee of Clinic. Each Party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, partners, officers or agents.
10. Governing Law/Dispute Resolution - The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham.
11. INSURANCE: Contractor will maintain such insurance as will protect the County from claims under Workmen's Compensation Acts and form claims for damage and/or personal injury, including death, which may arise from operations under this contract.
12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any governments whatsoever or family member of any of them, including federal , state, county and municipal and any agency or subsidiary of any such governmental; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
13. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument, which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

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

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

Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services

W.D. Carrington

Title: President

SACS Staton andd Consultants, Inc. d/b/a.Seabe Staton, Jr.

Seabe Staton, Jr.

Title: -President/Owner

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

Feb-27-2014-144

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official name of a portion of a public road known as Micklewright Road, from its intersection with Advent Circle southwesterly to its intersection with U. S. Highway 11, located in Section 34, Township 15S, Rand 1E and Sections 34 and 4, Township 16S, Range 1E, be and hereby is named Glendale Farms Road.

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

Feb-27-2014-145

TO REDUCE MINING SETBACK ON ELBO PORTER ROAD

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission does hereby grant unto C & H Mining Company, the right to disturb land in conjunction with such reclamation as outlined within the 100 foot setback and up to 20 feet from the edge of pavement, and:

1. Only grading operations associated with the construction of a haul road and safety berm, and mine reclamation are allowed within the 100' setback.
2. No encroachment of any kind will be allowed within the right of way limits or within 30' of the centerline of the paved county road, whichever is greater.
3. A safety berm, at least 5' in height, must be constructed 20' from the edge of pavement of the, County road within all areas where the setback requirement has been waived.

The specific area affected by this allowance is described as follows: in the NE 1/4 of the NW 1/4, the SE 1/4 of NW 1/4, the SW 1/4 of NE 1/4, and the NW 1/4 of the SE 1/4 of Section 34 of Township 16 South, Range 5 West, Jefferson County, Alabama.

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

Feb-27-2014-146

WHEREAS, the polling location, Precinct 2090, Center Street Middle School, 1832 Center Way S, Birmingham, Al., has been closed by the Birmingham Board of Education; and

WHEREAS, 6th Avenue Baptist Church located at 1101 Martin Luther King, Jr. Drive, Birmingham, Al. 35211, has been made available as a polling place.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Center Street Middle School relocate to 6th Avenue Baptist Church.

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

Feb-27-2014-147

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, a portion of Millstone Road and a portion of Old Mill Run, as shown in Grants Mill at 119 Sector II, as situated in the NE 1/4 of the NE 1/4 of Section 15, Township 18S, Range 1W, has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 202, Page 22 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 27th day of February, 2014.

RECOMMENDED:

Tracy A. Pate, P. E.

Interim Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

David Carrington, President - Jefferson County Commission

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

Feb-27-2014-148

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, a portion of Old Mill Run, as shown in Grants Mill at 119 Sector III, as situated in the NE 1/4, of the NE 1/4 of Section 15, Township 18S, Range 1W, has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing street, as constructed and located within the boundaries of the right-of-way recorded in Map Book 214, Page 71 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 27th day of February, 2014.

RECOMMENDED:

Tracy A. Pate, P. E.

Interim Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

David Carrington, President - Jefferson County Commission

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

Feb-27-2014-149

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, Old Mill Circle and a portion of Old Mill Run, as shown in Grants Mill at 119 Sector IV, as situated in the NE 1/4 of Section 15, Township 18S, Range 1W, has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 58 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 27th day of February, 2014.

RECOMMENDED:

Tracy A. Pate, P. E.

Interim Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

David Carrington, President - Jefferson County Commission

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

Feb-27-2014-150

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Cedar Mountain Road approximately 30 feet west of Mack Hicks Road in order to remove and replace two large diameter metal storm water drainage pipes that are corroded through to the sub-grade, beginning Monday March 3, 2014 expected to be reopened Friday, March 7, 2014.

A detour will be installed and maintained in accordance with the Federal Manual on Uniform Traffic Control Devices.

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

Feb-27-2014-151

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached conveyance of an easement between Jefferson County, Alabama and Alabama Power Company to provide installation of a power line for electrical service to the concession stand and bathrooms constructed and operated by the City of Birmingham on County Property identified as Germany Park a/k/a Holiday Hills Park.

Source of Title

Deed Book 9504, Page 2096

EASEMENT-DISTRIBUTION FACILITIES

W.E. No A6120-05-B912

APCO Parcel No. 70259975

Transformer No. BD5276

This instrument prepared by: Dean Fritz

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, That Jefferson County, Alabama, a political subdivision of the State of Alabama as Grantor for and in consideration of One and No/100 (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Alabama

Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five feet (5') on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstruction on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstruction on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Company, may now or hereafter endanger, interfere with or fall upon any of the said overhead Facilities. the center line of underground Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Jefferson County, Alabama (the "Property"): a parcel of land located in the SW ¼ of the NW ¼ of Section 17, Township 17 South, Range 3 West, more particularly described in that certain instrument recorded in Deed Book 9504, Page 2096, in the office of the Judge of Probate, Jefferson County, Alabama.

See EXHIBIT "A" attached hereto (on file in the Minute Clerk's Office) and made a part hereof. Less and except any portion of said easement that lies outside the property Boundary of Grantor.

SUBJECT TO:

1. THE SANITARY SEWER RIGHT-OF-WAY RECORDED IN REAL 1231 PAGE 393 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.
2. THE RESERVATIONS, EXCEPTIONS AND CONDITIONS RECORDED IN DEED BOOK 9504, PAGE 2096 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

This easement will become null and void upon the abandonment of the facility it is intended for and the removal of Alabama Power facilities.

In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by W.D. CARRINGTON its authorized representative, as of the day of 2014.

ATTEST: JEFFERSON COUNTY, ALABAMA
W.D. CARRINGTON, PRESIDENT
JEFFERSON COUNTY COMMISSION

ITS: MINUTE CLERK

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

WHEREAS, the Jefferson City Office of Senior Citizens Services is mandated by the State of Alabama to provide certain services to the senior citizen population of Jefferson County; and

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Section 41-16-53 of the Code of Alabama, which provides that contracts may be let to the extent necessary to meet emergencies without public advertisement, the Commission finds that any gap in the contracts between the listed vendors results cumulatively in a case by case emergency which affects the health, safety, and/or convenience of its senior citizens. As such, the Jefferson County Commission would determine it necessary to direct the President of the Jefferson County Commission to enter into or extend contracts with the listed vendors below for a period beginning March 1, 2014, and ending on June 30, 2014 to allow time for these services to be bid in accordance with the competitive bid law where applicable.

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

| VENDOR | AMOUNT | PERIOD |
|---|--------------------|--|
| Alabama Aegis | \$98,280.94 | March 1, 2014, through June 30, 2014 |
| Alabama Aegis-Senior Rx | \$102,435.98 | March 1, 2014, through June 30, 2014 |
| Alzheimer's of Central Alabama | \$66,109.59 | March 1, 2014, through June 30, 2014 |
| Addus Healthcare | \$25,666.70 | March 1, 2014, through June 30, 2014 |
| Choice Home Specialists | \$25,666.70 | March 1, 2014, through June 30, 2014 |
| Collat Jewish Family Services | \$82,620.35 | March 1, 2014, through June 30, 2014 |
| Jefferson County Council on Aging (MOWS) | \$25,263.61 | March 1, 2014, through June 30, 2014 |
| Jefferson County Council on Aging Ombudsman) | \$37,310.70 | March 1, 2014, through June 30, 2014 |
| Legal Services of Alabama | \$55,979.60 | March 1, 2014, through June 30, 2014 |
| Oxford Health Care | \$25,666.70 | March 1, 2014, through June 30, 2014 |
| Porter & Associates | \$31,166.65 | March 1, 2014, through June 30, 2014 |
| The Seasoned Performers | \$17,500.00 | March 1, 2014, through June 30, 2014 |
| Smart Moves LLC | \$36,923.30 | March 1, 2014, through June 30, 2014 |
| Woodbury Products d/b/a DHP | \$33,891.65 | March 1, 2014 through June 30, 2014 |
| Youth In Aging - Volunteer Coord. | \$14,208.72 | April 1, 2014 through March 31, 2014 |
| Youth In Aging - Regular | \$30,958.08 | March 1, 2014 through June 30, 2014 |
| Youth In Aging - Volunteer Coord. | \$ 6,793.28 | April 1, 2014 through June 30, 214 |
| <u>Clastran</u> | <u>\$77,250.00</u> | <u>April 1, 2014 through June 30, 2014</u> |
| TOTAL | \$793,690.55 | |

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

Feb-27-2014-153

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2013 Action Plan; and

WHEREAS, the grant assistance that is approved is \$1,766,008.00 for the CDBG Program, \$587,213.00 for the HOME Program, and \$119,773.00 for the ESG Program. The total allocation for Jefferson County is \$2,472,994; and

WHEREAS, these funds will be utilized to address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for low income persons;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, is authorized to sign HUD 7082 which incorporates the CDBG Entitlement Agreement, HUD 40093 which incorporates the HOME Investment Partnership Agreement, and the ESG Program Agreement Funding Approvals. Execution of these forms constitutes the agreement between the Department of Housing and Urban Development (HUD) and Jefferson County, Alabama for the 39th Program Year.

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

Feb-27-2014-154

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded to Jefferson County, Alabama Community Development Block Grant Disaster Recovery funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster; and

WHEREAS, The Jefferson County Commission finds that said grants are vitally needed for providing assistance with unmet needs in the categories of owner occupied housing rehabilitation, home rebuilding and purchases, debris removal, demolition, public facilities, infrastructure, non-housing rehabilitation, and administration in the affected areas; and

WHEREAS, The Jefferson County Office of Community & Economic Development had developed a list of proposed activities for the Proposed 2013 CDBG-DR One-Year Action Plan, based on the needs of the affected areas as addressed in a series of public hearings and an assessment of the priority of those needs; and

WHEREAS, it is necessary to modify the activities to delete Contingency and Program Delivery and reallocate funds within other activities.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to modify the 2013 CDBG-DR.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, March 13, 2014.

President

ATTEST

Minute Clerk