

STATE OF ALABAMA)

JEFFERSON COUNTY) March 13, 2014

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of February 27, 2014, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on March 11, 2014, and approved the following items to be placed on the March 13, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 3 and Addendum Items 5 through 8.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 3 and Addendum Items 1 and 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 6.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 18 and Addendum Items 3 and 4.

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#### R E S O L U T I O N

"Nothing ever comes to one that is worth having, except as a result of hard work"

Booker T. Washington

WHEREAS, it is the policy of the Jefferson County Commission to recognize achievements of those individuals who have impacted our community for the better; and

WHEREAS, it is our sincere pleasure to honor the achievements of the 5A Wenonah Lady Dragons 2013-2014 State Champions, as well as the outstanding athletic program at Wenonah High; and

WHEREAS, the accomplishments of the program is to be paired with the leadership of the Principal of Wenonah High, Ms. Regina Carr Hope, the coach Mr. Emanuel Bell and his assistants Byron Allen, Kenneth Lang, and Tamika Dennis; and

WHEREAS, this 57 to 46 win over Sylacauga for the Dragons allowed Wenonah to capture the class 5A girls state championship at the Birmingham Jefferson Civic Center Complex Saturday March 1, 2014; and

WHEREAS, this accomplishment represents the championship of the Wenonah Lady Dragons, it also recognizes the individual performances of three players who played at a most valuable level : Jameka Holmes who led the Dragons with 25 points, Aja Cumbie with 12 rebounds, and Kaitlyn Rodgers with 10 points ; and

WHEREAS, even though Birmingham and Alabama are rich in their talent on the hardwood, and according to Congresswoman Terri Sewell's statement before the U.S. House of Representatives that "in the 7th Congressional District we breed winners" , this win by the Lady Dragons propelled Wenonah High to a status above the rest in the 7<sup>th</sup> district; and

WHEREAS, to this end it took the hard work and dedication of the Head Coach (Mr. Emanuel Bell), the assistant coaches (Byron Allen, Kenneth Lang, and Tamika Lang), the School Administration and Principal, the student body and fans, Scorekeeper, Team Mom, Videographer, and the Wenonah Lady Dragons to prevail; and

WHEREAS, those Wenonah Lady Dragons were none other than #1 Tiana Prince, Sr., #3 Jayla Morrow, Fr., #12 Kourtne Smith, Fr., #14 Barbara Garrett, So., #15 Jameka Holmes, Sr., #22 Jeda Doss, Sr., #25 Alexis Dixon, Sr., #33 Tywana English, Jr., #40 Aja Cumbie,

Sr., #42 Kaitlyn Rodgers, So., and #52 Malera Staples, Sr..

NOW THEREFORE UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to The Wenonah High School Lady Dragons and Coach on March 13, 2014 as our recognition of their role in bringing the 2014 5A Girls State Basketball Championship home to Jefferson County Alabama.

Signed by the Jefferson County Commission on the 12<sup>th</sup> day of March, 2014.

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

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R E S O L U T I O N

WHEREAS, it is the policy of the Jefferson County Commission to honor our beloved citizens and to recognize achievements in those individuals who have impacted our community for the better; and

WHEREAS, it was the vision of the Oak Grove High School Student Government Association to take an active part in improving their community; and

WHEREAS, under the direction of advisor Mrs. Dianne McCarty, the Student Government Association organized a large scale community clean-up; and

WHEREAS, the students coordinated efforts with local business, county government as well as religious institutions to accomplish the task; and

WHEREAS, on the first day of March tow thousand fourteen over two hundred volunteers came together as one collective body to give back to their community by picking up unsightly roadside litter; and

WHEREAS, the volunteers worked diligently in collecting over fourteen hundred bags of trash, which was a total of over six and one half tons of litter; and

WHEREAS, the Oak Grove community is more aesthetically pleasing today due to the great efforts of the Oak Grove Student Government Association.

NOW THEREFORE UPON THE RECOMMENDATION OF COMMISSIONER JAMES A STEPHENS, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution is presented to Oak Grove Student Government Association in recognition of their dedication to the community of Oak Grove.

Signed by the Jefferson County Commission on the 13<sup>th</sup> day of March, 2014.

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

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*Commissioner Brown left Commission Chambers.*

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Mar-13-2014-155

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT effective immediately assets with an expected life of more than one year and a cost in excess of \$5,000 shall be paid exclusively from budgeted Capital Funds.

In addition, any asset costing less than \$5,000 that is a component part of a total capital project that costs more than \$5,000 shall also

be paid from budgeted Capital Funds.

All other assets costing less than \$5,000 shall be paid from budgeted Operating Funds.

This resolution does not alter the previous Commission action with regard to expensing all individual capital items below \$5,000 in cost for Financial Statement presentation purposes (i.e. Fixed Assets).

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

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Mar-13-2014-156

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:  
Michael Theros, Sheriff's Office was granted a military leave of absence from December 3, 2013 to January 27, 2014, and the amount of pension contributions due Michael Theros is \$505.16 plus the County matching contributions of \$505.16 for a total of \$1,010.32.

Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from September 30, 2013 to January 27, 2014, and the amount of pension contributions due Geoffrey L. Parker is \$972.38 plus the County matching contributions of \$972.38 for a total of \$1,944.76.

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

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Mar-13-2014-157

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

Agreement with The Lamar Corporation to provide one (1) illuminated vinyl billboard for a period of seven (7) months; storage of up to three (3) vinyl billboards for a period of seven (7) months; hanging of three (3) vinyl billboard and production of three (3) vinyl billboards for advertising of Merit System positions in the amount of \$21,950.

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

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Mar-13-2014-158

WHEREAS, Jefferson County Commission through the Human Resources Department desires to execute a contract with the executive search firm, Waters Executive Recruitment, to recruit qualified candidates for the position of Deputy County Manager - Infrastructure; and

WHEREAS, the agreed cost is \$18,000.00 for the period of February 27, 2014 through February 25, 2015.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the executive search contract with Waters Executive Recruitment.

CONTRACT NO: CON-0000 6059

PROFESSIONAL SERVICES CONTRACT  
EXECUTIVE SEARCH FIRM SERVICES  
DEPUTY COUNTY MANAGER-INFRASTRUCTURE

THIS AGREEMENT entered into this 27<sup>th</sup> day of February, by and between Jefferson County, Alabama, hereinafter called 'the County, and Waters Executive Recruitment, hereinafter called "the Contractor". The effective date of this agreement shall be February 27, 2014,

WHEREAS, the County desires to contract for Executive Search Services for the Human Resources Department, hereinafter called "Human Resources"; and

WHEREAS, the Contractor desires to furnish said professional 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: This Contract results from Jefferson County's Request for Proposal No. 53-14R dated February 3, 2014, the terms of which are included herein along with the accepted proposal by reference, The Contractor shall perform all necessary professional services provided under this Contract as required by Human Resources. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- Phase I
  - o Task 1- Candidate Profile Development/Advertising/Marketing
  - o Task 2- Identify Quality Candidates
- Phase II
  - o Task 3 - Screening of Applications and Submission of Recommended Semifinal Candidates
  - o Task 4 - Reference Checks, Background Checks, and Academic Verifications of Finalist Candidates
- Phase III
  - o Task 5 - Final Process/On-Site Interviews with Finalist Candidates
- Conclusion
  - o Acceptance of offer by Candidate

Additionally, the Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- Provide regular, detailed reports on the progress of the executive search, including recruiting strategies undertaken, response to the search, obstacles encountered in the search, and candidates being assessed.
- Verify credentials of recommended candidates and conduct reference checks.
- Present qualified candidates who are deemed to be a strong fit for the position and the organization and recommended for further consideration by Jefferson County. The search firm shall provide information on each candidate:

- o Experience and significant achievements relative to the target position
- o Educational background
- o Assessment of competencies related to the position based on selection processes administered by the search firm
- o Identify strengths and weaknesses relative to the target position
- o Perceived organizational fit
- o Interest in the position
- o Compensation and financial expectations

• Coordinate in-person interview arrangements (arranging time, date, communicating location and details) in Birmingham for candidates who are recommended for further consideration, Payment for and/or reimbursement of candidates' travel expenses will be the sole responsibility of Jefferson County.

• Provide guidance and recommendations to Jefferson County for interview agenda and process for candidates invited to in-person interviews.

• Solicit feedback and comments from Jefferson County representatives to assist in conducting comparative assessment and analysis of candidates, identify any area of deficiency in recruited candidates, and modify as needed, initial assessment processes conducted by the search firm.

• Act as an intermediary between the County and the candidate regarding compensation, benefits, and other conditions for employment,

- Treat all sensitive information about the County and the position with the utmost confidentiality

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional executive search services to Human Resources at any time after the effective date of this Contract. The completion date of all services under this Contract is February 25, 2015. However, the Contract may be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. COMPENSATION: The Contractor shall be compensated for services not to exceed a maximum charge of \$18,000.00 which includes the "Triple Guarantee" to be paid as follows:

The all inclusive professional fee which includes expenses will be billed in four installments;

- 30% at the implementation of Phase I
- 30% at the implementation of Phase II
- 30% at the implementation of Phase III
- Final 10% upon acceptance of offer by candidate

5. 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 Division.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. 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.
8. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
9. 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.
10. 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.
11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY, The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
12. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby, Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.
13. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County, Any such amendment shall be attached to and made a part of this Contract, A written request must be made to the County and an amended agreement will be executed.
14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase. order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
15. 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 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.

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,

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

17. 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 these presents to be executed by their duly authorized representative.

Rollie Waters, Founder

Waters Executive Recruitment

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President Jefferson County Commission

Motion was made by Commissioner Bowman seconded by Commissioner Stephens that the above resolution be adopted. Voting "Aye" Bowman, Stephens and Brown (*Commissioner Brown returned to Commission Chambers for this vote.*) Voting "Nay" Knight and Stephens.

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Mar-13-2014-159

#### Low Pressure Sanitary Sewer Policy

WHEREAS, Jefferson County desires to add users to the sanitary sewer system to expand its customer base; and

WHEREAS, many areas of Jefferson County cannot be economically served by conventional gravity sewer, pump stations, or force main arrangements and can be more practically served by low pressure sanitary sewer (LPSS); and

WHEREAS, portions of the Jefferson County sanitary sewer area may be served by LPSS with less environmental impact than a conventional system; and

WHEREAS, it is in the best interest of existing Jefferson County sanitary sewer customers to minimize the County's financial exposure to long-term maintenance costs associated with such LPSS systems; and

WHEREAS, it is necessary that any LPSS connected to the Jefferson County system be adequately constructed and financed to provide daily upkeep and long-term maintenance for the system to prevent sanitary sewer overflows; and

WHEREAS, all LPSS direct users are to be notified of their collective maintenance responsibility.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following "Low Pressure Sanitary Sewer Policy" is hereby established to provide the following standards for connection of LPSS systems to the Jefferson County Sanitary Sewer System where deemed appropriate. Establishment of this policy shall be promulgated in the rules and technical specifications provided for under the Jefferson County "Standards for Construction of Commercial and Residential Sanitary Sewer Systems", "Standard Specifications for Sanitary Sewer Service Lines and Connections", and the Sewer Use Ordinance(s) and their successors. In establishing this policy, the Jefferson County Environmental Services Department is given the authority to administer the LPSS policy, promulgate department

rules and procedures with the approval of the County Manager, and develop, approve and administer technical specifications and maintenance requirements.

**STANDARDS FOR ACCEPTANCE** It shall be the responsibility of the Jefferson County Environmental Services Department (ESD) to review and evaluate proposed LPSS systems for compliance with minimum standards. The County Manager, upon a recommendation from the Director of ESD, shall provide final approval or denial in each case. If approved, notice will be given at the next regularly scheduled meeting of the Jefferson County Commission. Nothing contained herein shall be interpreted to constitute any right or privilege to any applicant.

1. System Considerations

One or more of the following considerations must be demonstrated to the reasonable satisfaction of Jefferson County ESD and the County Manager:

- a. The service area to be considered shall be located in an environmentally sensitive area where the installation of conventional sewer may cause greater environmental impact as compared to LPSS; and
- b. Cost to serve the proposed service area by conventional sewer versus LPSS is not economically feasible under a ten-year payback calculation; and
- c. The proposed development contains at least 300 residences to be constructed within a ten-year period, with a minimum of 100 residences to be served by LPSS; and
- d. Any other considerations as determined by Jefferson County ESD which may prove to be physically prohibitive to a potential developer.

2. Financial Considerations

All of the following considerations must be demonstrated to the reasonable satisfaction of Jefferson County ESD:

- a. Title to all physical assets of the LPSS shall be held free and clear of any liens, judgments and encumbrances; and
- b. Establishment of an escrow fund, trust fund, or account pledged to or otherwise held for the benefit of the LPSS owner into which funds are provided for maintenance of the system. Such fund shall at all times be at a minimum sufficient to fund no less than five years annualized estimated maintenance and capital replacement costs based on the estimated useful life of the system; or provision of a surety bond, or other financial instrument, subject to approval by the County Chief Financial Officer (upon a recommendation from the ESD Director), held in trust to cover costs as provided for in Section 3.b; and
- c. Annual reports of the current and projected funding status as provided in Section 3.b, and a description of the prior year's operations and maintenance activities shall be submitted to ESD and LPSS users; and
- d. All costs incurred by Jefferson County on behalf of the LPSS owner due to system failure, or any other owner requirements herein not met, shall be equally assessed to the users of the LPSS system as an additional, but integral charge to regular sewer use charges; and
- e. Any other reasonable financial considerations as determined by Jefferson County ESD.

3. Maintenance Considerations

- a. The LPSS system shall be owned by a corporation, trust or owner's association (hereafter "Owner") for the sole benefit of the users of the system.
- b. The Owner shall provide for the management, operations and maintenance of the system by contracting with a Qualified Maintenance Entity. The Qualified Maintenance Entity shall meet the certification of an Onsite Management Entity, as provided for under Alabama Administrative Code, Chapter 420-3-1-.98 by the Alabama Department of Public Health.
- c. The Owner shall comply with all provisions of Alabama Administrative Code, Chapter 420-3-1-.98 by the Alabama Department of Public Health, as well as Jefferson County provisions where more stringent.

4. Legal Considerations

- a. Record maps must reflect deed restrictions and covenants to be filed by the property owner of each lot within a proposed development to the effect that the responsibility for the maintenance and proper performance of the LPSS lies with the Owner.
- b. Each conveyance, deed, or other instrument transferring any property/land ownership interest shall contain the deed restrictions and covenants set forth in the record map and shall run with the land.

5. Final Approval

Connection of any LPSS to the Jefferson County Sanitary Collection System is not permitted until all below listed items have been performed, established, delivered, reviewed, inspected and/or approved by Jefferson County ESD.

- a. Incorporation documents of Owner;
- b. Executed contract between Owner and Management Entity;
- c. Financial instrument to cover costs for operations and maintenance for minimum of five years;

- d. LPSS Maintenance Schedule; and
  - e. Receipt of LPSS system as-constructed drawings.
6. Jefferson County ESD User Charges and Fees
- a. All LPSS users shall be subject to the full rates and charges applicable under the "Jefferson County Sewer Charge Ordinance."
  - b. Service Connection: All individual LPSS connections shall be approved in accordance with Jefferson County ESD "Standard Specifications for Service Lines and Connections" or its successors and subject to applicable impact and connection fees prior to their connection to the common LPSS system.

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

Mar-13-2014-160

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following appointments to Oak Grove Memorial Park and Recreation, Inc. Board, with terms and indicated, be and hereby is approved.

- a. Deborah Alley - term ending January, 2016
- b. Susie Raney - term ending January, 2017
- c. Renee Alley - term ending January, 2017
- d. Joanna Prince - term ending January, 2018
- e. James Campbell - term ending January, 2018
- f. Greylan Glaze - term ending January, 2018

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

3/13/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAILOUT	GEN SVCS: ADMINISTRATION	79.22	1900075788
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PESTICIDE LICENSE RENEWAL AND STAMPS-TAX COLL	GEN SVCS: ADMINISTRATION	48.00	1900075666
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING REIMBURSEMENT TO EMPLOYEE-TIMOTHY BEIRO	GEN SVCS: ADMINISTRATION	20.00	1900075821
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ACCIDENT REPORT AND FILM FROM ACCIDENT DEVELOPED	GEN SVCS: ADMINISTRATION	11.16	1900075939
DISTRICT 1	1000193	JEFFERSON CO TREASURER	HAND SANITIZER CORONER OFFICE	CORONER/MEDICAL EXAM	46.89	1900075940
*DISTRICT 1					205.27	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	IMSA MEMBERSHIP RENEWAL FEES - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	140.00	1900075916
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE 5-YR IRWA SR-WA RE-CERT. \$100 AKD	R&T: RIGHT OF WAY	100.00	1900075835
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WELDING HELMENT, PHONE CASE, CDL RENEWAL, PAINT	R&T: HIGHWAY MAINT-BESS	140.78	1900075929
*DISTRICT 2					380.78	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH TRAVEL REIMBURSEMENT	SHERIFF ENFORCE-BHAM	53.58	1900075224
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH- TRAVEL REIMBURSEMENT	SHERIFF ENFORCE-BGHAM	4.00	1900075223
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPAIR INMATE TV	SHER CORRECT-BHAM	25.00	1900075226
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT	SHERIFF ENFORCE-BGHAM	154.44	1900075646
DISTRICT 3	1000358	MARSHALL & SWIFT	4 RESIDENTIAL COST HANDBOOK /2 VALUATION SERVICES	BD OF EQUAL - BHAM STATE	2,378.20	1900075803
DISTRICT 3	1001461	BHAM REPORTING SVC	PATTERSON DEPOSITION - COLLATERAL HOLDINGS	BD OF EQUAL - BHAM STATE	307.80	1900075920
DISTRICT 3	1003211	THE BANK OF NEW YORK	AUCTION FEE	FINANCE ADMIN	6,330.00	1900075946
*DISTRICT 3					9,253.02	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	144.37	1900075936
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	128.33	1900075937
DISTRICT 4	1006486	MOUNTAIN BROOK FIRE DEPT	13SMA MOUNTAIN BROOK MEDIUM	EMA	14,985.00	1900075948
DISTRICT 4	1030151	RUBY MILLER SR	REIMBURSEMENT - RUBY MILLER	EMA	3,183.75	1900076041
*DISTRICT 4					18,441.45	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1 PALLET OF EMERALD ZOYSIA SOD	ES: CONSTRUCT SEWER LINE	220.00	1900075454
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BERMUDA SOD, SOCKET CAPS, 4-WAY CONNECTOR & ADAPTER	ES: CONSTRUCT SEWER LINE	91.52	1900075189
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSEMENT - L. MCMAHAN	PER BD: TESTING	44.55	1900075478
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT-PROFESSIONALDEVLLUNCHEON	PER BD: TESTING	25.00	1900075479
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BEARINGS; OIL SEALS;	ES: FIVE MILE MAINT SHOP	357.55	1900075868
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY FOR PLANTS ATV MULE	ES: CAHABA RIVER WWTP	44.88	1900075787
DISTRICT 5	1000193	JEFFERSON CO TREASURER	2 X 20' TOW STRAP	ES: SANITATION ADMIN	11.99	1900075789
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPLACEMENT PROTECTIVE CASE FOR COUNTY CELL PHONE	ES: SANITATION ADMIN	23.99	1900075676
DISTRICT 5	1000193	JEFFERSON CO TREASURER	2- 8X6 SEWER LINE REDUCERS	ES: CONSTRUCT SEWER LINE	140.00	1900075668
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BALL VALVE, ROLLER CHAIN	ES: SHADES LINE MAINT	268.65	1900075677
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SWITCHES, BELTS, RAINSUITS, FIRST AID SUPPLIES	ES: VILLAGE CREEK WWTP	900.27	1900075797
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WEATHER SUPPLS; TAPE; STRAP; CABLE; WATER; RUBBER; BEARN	ES: FIVE MILE CREEK WWTP	265.67	1900075765
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RENEWAL	ES: TRUSSVILLE WWTP	240.00	1900075817
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OUTSIDE SPEAKER, CAM LOCKS	ES: SHADES LINE MAINT	259.87	1900075819
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RELAY; ELECTRICAL LICENSE; SCREWDRIVER & SOCKET SET;	ES: VILLAGE ELEC SHOP	257.90	1900075840
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MISSION UNIT BATTERY, CONCRETE ANCHORS, AIR LINE FIT	ES: PKAGE WWTP & PUMP STA	249.76	1900075866
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASHERS; SUPPLIES; COUPLER; BEARINGS; EPOXY; NUTS;	ES: FIVE MILE MAINT SHOP	412.78	1900075867
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SMALL TOOLS FOR KIT;	ES: VILLAGE ELECT SHOP	415.74	1900075722
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CELL BATTERY; TOOLS; PVC; VOLT. TESTER; METAL;	ES: VILLAGE ELECT SHOP	378.27	1900075719
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ALUMFOIL PIPE WRAP	ES: CAHABA RIVER WWTP	26.13	1900075786
*DISTRICT 5					4,634.52	
**					32,915.04	

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



Mar-13-2014-161

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the direct payments by wire transfer for the month of January, 2014.

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

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Mar-13-2014-162

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Tata America International Corporation to provide support and maintenance for the Department of Revenue's Tax Mantra system for the period July 1, 2013 - June 30, 2014 in the amount of \$485,625.

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

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Mar-13-2014-163

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 02/18/14 - 02/24/14

1. COOPER GREEN MERCY HEALTH SERVICES FROM PENNSYLVANIA CYTOLOGY, MONROEVILLE, PA, TO AWARD BID FOR LABORATORY TESTS, PAP SMEARS ON AS NEEDED BASIS FOR THE PERIOD OF 3/27/14 - 9/30/14. REBID IN FY16. REFERENCE BID # 32-14
2. INFORMATION TECHNOLOGY FROM NEXXTWORKS INCORPORATED, PALM HARBOR, FL, TO AWARD BID FOR THE OF PURCHASE TELEPHONE EQUIPMENT ON AS NEEDED BASIS FOR THE PERIOD OF 3/13/14 - 3/12/15.  
SHOPPING CART # 1000208622/1 THRU 1000208622/8      \$130,496.75      TOTAL      REFERENCE BID # 50-14
3. JEFFERSON COUNTY COMMISSION/ PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM PDM INCORPORATED DB/A START A HEAR, HIXSON, TX, CONTRACT RENEWAL FOR AUTOMATED DEFIBRILLATORS & ACCESSORIES FOR THE PERIOD OF 3/19/14 - 3/18/15. 2ND YEAR OF THREE (3) YEAR BID. REFERENCE BID # 61-13
4. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM VERMEER SALES & SERVICE, BIRMINGHAM, AL, TO PURCHASE ONE (1) 2014 HYDRO SEEDER. SAP PURCHASE ORDER # 2000078145      \$49,500.00      TOTAL  
REFERENCE BID # 25-14R
5. JEFFERSON COUNTY CORONER'S FROM SOURCEONE HEALTHCARE, MENTOR, OH, TO PURCHASE RADIOLOGY SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01 / 13 - 9/30/ 14.  
SAP PURCHASE ORDER # 2000078178      \$10,000.00      TOTAL      NOVATION CONTRACT # DX60015

For Week of 02/25/14 - 03/03/14

1. JEFFERSON COUNTYWIDE DEPARTMENTS, ENTITIES AND PACA MEMBERS FROM WRIGHT AND ASSOCIATES, BIRMINGHAM, AL, TO AWARD BID FOR COUNTYWIDE OFFSET PRINTING AND COPY SERVICES TO BE PURCHASED ON AN AS NEEDED BASIS FOR THE PERIOD OF 3/01/14 - 2/29/15. REFERENCE BID # 19-14
2. REVENUE DEPARTMENT FROM VALLEY PRINTING COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR JEFFERSON COUNTY VEHICLE TAG ENVELOPES ON AN AS NEEDED BASIS FOR THE PERIOD OF 3/01/14 - 2/29/15.  
REFERENCE BID # 39-14
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ADVANCED MOWER INCORPORATED, BESSEMER, AL, TO AWARD BID FOR THE PURCHASE OF A 2014 WALK BEHIND SKID FOR THE PERIOD OF 3/27/14 - 2/27/15.  
SAP PURCHASE ORDER # 2000078383      \$35,826.18      TOTAL      REFERENCE BID # 57-14

4. GENERAL SERVICES - BULKSTORES FROM BUDGET JANITORIAL SUPPLY INCORPORATED, PELHAM, AL, CONTRACT RENEWAL FOR HOUSEKEEPING SUPPLIES FOR THE PERIOD OF 2/01/14 - 1/31/15. REBID IN FY15. REFERENCE BID # 55-12
5. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ERGON INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE PURCHASE OF ASPHALT (EMULSIFIED) TO BE ORDERED AS NEEDED PER USER DEPARTMENT FOR THE PERIOD OF 4/01/14 - 3/31/15. REBID IN FY16. REFERENCE BID # 66-13
6. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ADVANCED ASPHALT, JASPER, AL, CONTRACT RENEWAL FOR THE PURCHASE OF ASPHALT (PLANT MIX) - COLD MIX TO BE ORDERED AS NEEDED PER USER DEPARTMENT FOR THE PERIOD OF 4/01/14 - 3/31/15. REBID IN FYI 6. REFERENCE BID # 67-13
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE PURCHASE OF ASPHLAT (PLANT MIX) TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 4/01/14 - 3/31/15. REBID IN FY 16. REFERENCE BID # 67-13
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MIDSOUTH PAVING INCORPORATED (FORMERLY APAC MIDSOUTH), BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE PURCHASE OF ASPHALT (PLANT MIX) TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 4/01/14 - 3/31/15. REBID IN FYI 6 REFERENCE BID # 67-13
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM DIVERSIFIED INSPECTIONS INTERNATIONAL, PHOENIX, AZ, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SAFETY INSPECTIONS 2013.
 

SAP PURCHASE ORDER # 2000076169	CHANGE ORDER	\$ 450.00
PURCHASE ORDER	\$5,600.00	TOTAL

ADDENDUM NO. 1

For Week of 02/18/14 - 02/24/14

**DELETE**

2. INFORMATION TECHNOLOGY FROM NEXXTWORKS INCORPORATED, PALM HARBOR, FL, TO AWARD BID FOR THE OF PURCHASE TELEPHONE EQUIPMENT ON AS NEEDED BASIS FOR THE PERIOD OF 3/13/14 - 3/12/15. SHOPPING CART # 1000208622/1 THRU 1000208622/8 \$130,496.75 TOTAL REFERENCE BID # 50-14  
 Motion was made by Commissioner Knight seconded by Commissioner Stephens that the above resolution be adopted. Voting "Aye" Knight, Stephens, Bowman and Carrington.

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Mar-13-2014-164

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION for the week of for week of 2/18/14 - 2/24/14 and 2/25/14 - 3/3/14, 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, Bowman and Carrington.

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Mar-13-2014-165

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 2/18/14 - 2/24/14 and 2/25/14 - 3/3/14, 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, Bowman and Carrington.

*Commissioner Brown came back into Commission Chambers for this vote.*

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

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

Stephens, Knight, Bowman and Carrington. Voting “Nay” Brown.

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STAFF DEVELOPMENT

Multiple Staff Development

Roads and Transportation

Laura Carter	\$233.00
Kellie Johnson	\$984.04
2014 Governor Preparedness Conference Montgomery, AL – March 31 - April 3, 2014	
Bill Yeager, Dale McGuire, Steve Akers, Edward Rohling & David Lauderdale Field Technician and Concrete Technology Birmingham, AL – May 20-23, 2014	\$3,335.00

Sheriff’s Office

Joseph Welch	\$100.00
Robert Young	\$100.00
Larry Pitts	\$100.00
James Morrow	\$100.00
Lynneice Allums	\$100.00
Field Training Officer Class Birmingham, AL – April 14-18, 2014	

Individual Staff Development

Emergency Management Agency

Allen Kniphfer	(grant funds)	\$705.63
2014 Governor Preparedness Conference Montgomery, AL – March 31 - April 3, 2014		

Environmental Services

Matthew Alpaugh	\$1,155.97
AWEA Technical Conference Orange Beach, AL – April 6-9, 2014	

Roads and Transportation

Tracie Pate	\$653.10
2014 ACEA Annual Conference Orange Beach, AL – May 13-15, 2014	

Sheriff’s Office

Brandon Gray	\$60.00
Alabama Fusion Center Liaison Training Mobile, AL – April 15-16, 2014	

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

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BUDGET TRANSACTIONS

1. Human Resources \$400,000  
Add three (3) Assessment & Development Specialist (Gr. 27) and two (2) Senior Assessment & Development Specialist (Gr. 32). Annual cost \$400,000. Additional funds requested.
2. Office of Senior Citizen Services \$557,336.91  
Increase revenue and expenditures to record the Medicaid Waiver reimbursement. Add six (6) Social Workers (Gr. 20), two (2) Administrative Clerks (Gr. 13) and one (1) Senior Accountant (Gr. 23) positions.
3. County Manager \$18,000  
Shift funds from salaries to other professional services to cover hiring a search firm for the Deputy County Manager position.

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

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Mar-13-2014-166

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to Contract between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Medpath, LLC, d/b/a Martin D. Palmer, M.D. to provide Laboratory Medical Director services for the period February 1, 2014 - January 31, 2015 in an amount not to exceed \$60,000. Contract ID: CON-00004790

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and "Medpath Inc." d/b/a Martin D. Palmer, MD, hereinafter referred to as "Laboratory Medical Director" is hereby effective on February 1, 2013 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 31, 2013, and recorded in Minute Book 164; Page(s) 338-343, is hereby amended as follows:

- Extend the completed date of this contract from February 1, 2014 to January 31, 2015.
- County shall pay to Physician for the services rendered pursuant to this Agreement the amount of \$100.00 per hour. Compensation shall not exceed \$60,000.

- 3.1 Note that Exhibit A has changed.

3.1.2 Professional Liability Insurance. During the term of this Agreement, Physician agrees to maintain medical malpractice insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Physician agrees to provide to County a certificate of insurance and comply with County risk management policies.

3.1.4 Time Records. Physician performing services hereunder agrees to record promptly and maintain all such information regarding his/her services as is reasonably required by County to review services rendered hereunder. Physician shall submit to County on or before fifth (5<sup>th</sup>) day of each month documentation of hours worked during the immediately preceding month performing his/her duties hereunder. (Exhibit B1, B2 and C - on file in the Minute Clerk's Office)

5.18 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, religion, sex, national origin, age, veteran status or disability

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

MEDPATH, INC.

Martin D. Palmer, MD

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

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Mar-13-2014-167

WHEREAS, the U.S. Board on Geographic - Names is responsible by law for standardizing geographic names for use by the departments and agencies of the Federal government; and

WHEREAS, the Board on Geographic Names has received a proposal to make official a name for an unnamed area of woods located in Jefferson County Alabama; and

WHEREAS, the proposed name is Silky Woods; and

WHEREAS, this area of woods is approximately 130 acres; lies along the northwest slope of Shades Mountain and the southeast bank of Shades Creek, 0.9 miles south of Irondale; 33 degrees latitude, 86 degrees longitude, ranging in elevation from 700-975 feet; and

WHEREAS, the proponent who grew up in the area notes this name as what was given by all the local children who would spend their summers playing in the woods; said

WHEREAS, a sign has been nailed to a tree at the entrance of the woods since the development of the neighborhood in the late 1950s; and

WHEREAS, it is very important to the U.S. Board on Geographic Names to receive local acceptance of any name; and

WHEREAS, the Board would like the opinion of Jefferson County on the name issue.

NOW, THEREFORE, BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION has reviewed this matter and has no objection to the naming of the area in question and herein approves of the naming of the area as "Silky Woods" by the U.S. Board on Geographic Names.

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

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Mar-13-2014-168

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is authorized to prepare poll worker, canvassing board and poll site rental checks for the June 3, 2014, Statewide Primary Election and, if necessary, the subsequent Run-Off Election scheduled for July 15, 2014 and the Statewide General Election scheduled for November 4, 2014.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

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Mar-13-2014-169

WHEREAS, Jefferson County Family Court is mandated to facilitate the care, protection and discipline of children who come under the jurisdiction of the juvenile court while acknowledging the responsibility of the juvenile court to preserve the public peace and security; and

WHEREAS, Family Court provides numerous other monitoring, counseling, enforcement, and mental health services for the children of Jefferson County; and

WHEREAS, Family Court has received services from several organizations pending execution of new contracts; and

WHEREAS, these vendors are entitled to compensation for services provided to Jefferson County;

THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is directed to facilitate payments to the below entities based on invoices provided:

VENDOR	AMOUNT	PERIOD
<b>Creative Wellness Institute</b> (STRONGGirls Program)	\$15,448.50	Dec. 1, 2013-Jan. 31, 2014

NOTE: Creative Wellness Institute is a 501(c) 3 non-profit organization whose mission is to ensure women, adolescent girls, families and couples have access to the highest quality of therapeutic services, support and programs without financial barriers.

STRONGGirls (SG) is an innovative program designed especially for girls age 12-18 with risky behavior. All participants are referred to the program by Jefferson County Family Court. The SG group integrates mind-body awareness through experiential activities, expressive movement, art, and poetry. The girls learn new ways of managing problematic behavior, developing social skills, improving communication among family and peers, character building and conflict resolution.

<b>Jefferson-Blount-St. Clair Mental Health Authority (JBS)</b>	\$41,333.36	Oct. 1, 2013-Jan. 31, 2014
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(Family Court Liaison and COPE - Mental health services for Family Court)

**Jefferson-Blount-St. Clair Mental Health Authority (JBS)** \$16,168.84 Oct. 1, 2013-Dec. 31, 2013  
(Jefferson County Youth Advocacy Program)

NOTE: The Authority is a regional, public, nonprofit corporation established under Act 310 of the 1967 Alabama Legislature. The region served by the Authority is designated in the State Mental Health Plan as Region M-5, and comprises Jefferson, Blount and St. Clair counties, with a total of more than 750,000 residents. There are three mental health centers which serve the region. It is the responsibility of the Authority to plan, coordinate and develop the system of mental health services for the entire region. The Authority provides consultation regarding program development and funding; coordination of regional programs; delivery of region-wide services; and a consolidated budgeting process to simplify the funding of programs at the local and state level.

As an Act 310 Board, designated as a regional authority by the State Department of Mental Health, the Authority is authorized to receive state, local and other monies. Three counties and twelve municipal governments, including the Jefferson County Commission appoint the Board of Directors and allocate public funds to the Authority

TOTAL: \$72,950.70

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

Mar-13-2014-170

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute and Agreement between Jefferson County, Alabama and Behavioral Interventions, Inc. to provide monitoring equipment for the Electronic Monitoring Program for the period October 1, 2013 - September 30, 2016 in the amount of \$71,273.89 (FY13-14).

CONTRACT NO. 00005614

RFP NO. 131-13

ELECTRONIC MONITORING TECHNOLOGY & EQUIPMENT CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of October 1, 2013, by and between Jefferson County Alabama, hereinafter called "the County", and Behavioral Interventions, Inc. located at 6400 Lookout Road, Boulder, CO 80301 hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for Electronic Monitoring Technology and Related Equipment for the Jefferson County Family Court; hereinafter called "The County", and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **PURPOSE AND OBJECTIVE:** To provide electronic monitoring technology and related equipment for Jefferson County Family Court.
3. **SCOPE OF SERVICES:** The Electronic Monitoring Program of Family Court requires a computer-based radio-frequency equipment network. This equipment is expected to perform 24/7/365 by providing: (1) a fitted radio-signal transmission device to transmit secure signals of client activity, (2) a home receiver compatible with standard phone service, (3) a call center for troubleshooting equipment issues, and (4) fail-safe backup procedures. This contract purely involves technology and technology maintenance specifications. This equipment enables local staff to supervise and respond to data on a maximum capacity of 200 clients daily. Equipment quality, reliability, durability, and resistance to tampering are crucial for local officials to address community safety concerns, alleviate overcrowding in detention facilities, and insure a rapid local response to violations.
4. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render electronic monitoring technology and related equipment to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2016.

Category I: Radio Frequency Monitoring

Standard RF:	Daily Rate per client for the period of three year	\$2.29
Cellular RE:	Daily Rate per client for the period of three year	\$3.95
Multiple Clients RF:	Daily Rate per client for the period of three year	\$2.29

a) The Contractor must allow for reasonable equipment loss at no cost to the holder. 20% minimum. Loss ratio to apply to all available

RF equipment within this RFP (e.g. Group monitors, cellular units, standard units, etc.). Ratio to be noted with pricing scenarios.

- b) Contractor must allow shelf space that is 20% of total inventory for storage purposes at no cost.
- c) Contractor must provide accessories as needed for no extra charge (i.e. phone cords, AC adaptors, replacement straps, clips, tools, etc)
5. COMPENSATION: The Contractor shall be paid monthly after submission and approval of an itemized invoice showing date of service, name of resident, staff member, etc. and legal or consultation service provided.
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance
7. 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.
8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contracting individual and/or agency 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.
10. NON- DISCRIMINATION POLICY:  
The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. TERMINATION 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.
13. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. 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.
14. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Jefferson County Family Court  
120 2<sup>nd</sup> Court N  
Birmingham, AL 35234

Copy to: Jefferson County Purchasing Division  
Purchasing Coordinator  
716 N Richard Arrington Suite 830  
Birmingham, AL 35203

15. 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.

16. BREACH AND DEFAULT: Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Offeror shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

17. STATEMENT REGARDING BANKRUPTCY: Jefferson County tiled for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, the County Commission has resolved that it will pay its trade debts that arose before the County filed for chapter 9 as and when those debts become due, so long as the vendor to whom such debt is due continues to provide goods and services to the County while it is in chapter 9 on the same terms that it provided goods and services to the County before it filed for chapter 9. Also, any goods and services provided to the County after it filed for chapter 9 will, of course, be paid by the County in accordance with the parties' agreed upon terms.

The County appreciates greatly the support that our vendors and suppliers have provided us over the years, and will continue to provide during this time of restructuring.

18. INSURANCE: The successful bidder will maintain such insurance as will protect him and the County from claim 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 and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama 30 day(s) written cancellation notice Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

19. PROTECTION DAMAGE: Offeror will be responsible for any damage to property of the County or others caused by him/her, any employee or sub-contractor, and will replace and make good such damage. The Offeror will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. The Offeror will comply with all safety laws and regulations in effect in the locality.

20. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury,



death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

21. CONFLICT OF INTEREST: The Offeror declares that, as of the date of this contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Offeror for which compensation will be sought during the period of time this contract is being performed, and, furthermore, the Offeror pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes directly or indirectly interested in the contract or any contract the Offeror for which compensation will be sought during the aforesaid period. In addition, the Offeror declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Contractor nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with the Contractor for which compensation will be claimed during the period of time this contract is being performed.

22. 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 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.

23. 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.

24. 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 these presents to be executed by their duly authorized representative.

CONTRACTOR  
\_\_\_\_\_, Assistant Controller

JEFFERSON COUNTY, ALABAMA  
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, Bowman and Carrington.

\_\_\_\_\_

Mar-13-2014-171

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

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

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

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

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Mar-13-2014-172

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 4 to the Agreement between Jefferson County, Alabama and Engineering Design Technologies, Inc. for the Patton Chapel Road Widening Project which will extend the expiration date to January 1, 2015.

AMENDMENT NO. 4 TO AGREEMENT TO PROVIDE  
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION  
THE DESIGN AND PRODUCTION OF COMPLETE  
ROAD AND BRIDGE PLANS FOR THE WIDENING OF PATTON CHAPEL ROAD  
FROM CRAYRICH DRIVE TO CHAPEL LANE

This document shall AMEND the Scope of the Original AGREEMENT, dated July 17, 2007.

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work and the additional Scope of Work added in Amendment No. I and Amendment No. 3, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 -DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of January 1, 2015.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day of , 2014.

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.

ENGINEERING DESIGN TECHNOLOGIES, INC.

Zachary Robertson, Vice President

RECOMMENDED:

Tracy A. Pate, Interim Director

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

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Mar-13-2014-173

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Clay for the resurfacing of Old Springville Road in the amount of \$267,738.

## CONTRACT FOR ROADWAY SERVICES

This Agreement is entered into this    day of   , 20   , by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the City of Clay, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, Old Springville Road (limits as stated in the Schedule of Work) located within the municipal limits of., the City have been determined by the City to be in need of immediate repair, maintenance and/or improvement as more particularly described in the Schedule of Work attached hereto (the "Schedule of Work"); and

WHEREAS, the City desires to contract with the County to purchase certain roadway, maintenance services from the County; and

WHEREAS, the County and the City desire to cooperate with one another to cause the Schedule of Work to be performed at the earliest practicable date.

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

Section 1. Performance of Work. The County will cause the Schedule of Work (attached hereto as Exhibit "A"- on file in the Minute Clerk's Office) to be performed by its own forces but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to, DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto. This contract will terminate on September 30, 2014.

Section 2. Cost. The County will provide roadway maintenance service in accordance with the labor, material and equipment price terms which are attached hereto as Schedule of Work.

Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Payment. At least five (5) days prior to the commencement of any services by the County, the City shall pay to the County \$200,000.00, the agreed upon amount as the City's portion of the materials outlined in the Scope of Work. This amount is the only amount due to the County for the Project as outlined in the Schedule of Work.

Section 4. No Inference of Control. Neither the County's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary.

The County will not assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except for issues related to workmanship for up to one (1) year from the date of completion.

Section 5. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder.

This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse the City the difference between advance payments received by the County for materials not used prior to the effective date of the termination.

Additionally, the City agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (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.

Anything in this Agreement to the contrary notwithstanding, the County may immediately suspend any and all work to be performed hereunder in the event that the County is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

Section 6. Authority. Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and that the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against such party upon the execution hereof by such party's duly authorized representative.

Section 7. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by either party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 8. Notices. All notices and other communications required or permitted to be given under this agreement shall be in writing

and shall be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing), or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the number of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic mail were received at the correct account) to each of the respective parties as follows:

If to the City:           City of Clay, Alabama  
                                  Attention: Ronnie Dixon, City Manager  
                                  P. O. Box 345  
                                  Clay, Alabama 35048-0345  
                                  rdixon a@clayalabama.org (Electronic Mail)

If to the County:       Jefferson County, Alabama  
                                  Attention: Tracy A. Pate, Interim Director  
                                  716 Richard Arrington Jr. Blvd. N., A-200  
                                  Birmingham, Alabama 35203  
                                  patet@a jccal.org (Electronic Mail)

Either party may change its address at any time by written notice to the other party in the manner set forth above.

Section 9. Governing Law. The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

Section 10. Force Majeure. The County is not responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 11. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 12. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 13. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 14. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement Will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 15. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

CITY OF CLAY, ALABAMA

W. D. CARRINGTON, President

CHARLES K. WEBSTER, Mayor

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

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Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 681' of buried cable on Sicard Hollow Road at Cotswold Subdivision in Liberty Park.
2. AT&T to install 1,520' of buried cable on Highway 31/Knopf Drive in Warrior.

3. AT&T to install 71' of buried cable at 2440-2450 Old Springville Road.
4. AT&T to install 2,522' of buried and aerial cable on Cahaba River Road
5. AT&T to install 9,404' of buried and aerial cable on Virginia Drive from 15<sup>th</sup> Street to Paul Lane.

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

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Mar-13-2014-174

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President, David Carrington, is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Fairfield Willie Mays Park Improvements (CDBG12-03F-M01-FWM) from the Community Development Block Grant Program.

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

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Mar-13-2014-175

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Fairfield Willie Mays Park Improvements (CDBG12-03F-M01-FWM)

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

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Mar-13-2014-176

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Clay Senior Center Renovation Project (CDBG12-03A-M04-CSC), such bids having been opened on February 18, 2014 and listed as follows:

Contractor	Total Bid
Construction Services Group	\$154,900.00
Powers and Associates General Contractors, Inc.	\$142,668.00
Prescott Enterprises LLC	\$144,706.00
Richard Sprouse Construction, Inc.	\$134,000.00

WHEREAS, after tabulation by Thompson Architecture, Inc. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Richard Sprouse Construction Inc., for the bid amount of \$134,000.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Clay Senior Center Renovations Project to Richard Sprouse Construction Inc., for the bid amount of One Hundred Thirty Four Thousand and no/100 Dollars (\$134,000.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2012.

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

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*Commissioner Brown came back into Commission Chambers.*

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

Mar-13-2014-177

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.

ADDENDUM NO. 1

For Week of 02/25/14 - 03/03/14

- REVENUE DEPARTMENT FROM DELL MARKETING LP, ROUND ROCK, TX, FOR COMPUTER EQUIPMENT TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 5/01/13 - 4/30/14.  
SAP PURCHASE ORDER # 2000078421      \$7,326.30      TOTAL      REFERENCE BID # 77-13
- REVENUE DEPARTMENT FROM DELL MARKETING LP, ROUND ROCK, TX, FOR COMPUTER EQUIPMENT TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 5/01/13 - 4/30/14.  
SAP PURCHASE ORDER # 2000078423      \$5,061.32      TOTAL      REFERENCE BID # 77-13
- REVENUE DEPARTMENT FROM DELL MARKETING LP, ROUND ROCK, TX, FOR COMPUTER AND ACCESSORIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 5/01/13 - 4/30/14.  
SAP PURCHASE ORDER # 2000078498      \$25,255.68      TOTAL      REFERENCE BID # 77-13
- REVENUE DEPARTMENT FROM DELL MARKETING LP, ROUND ROCK, TX, FOR PRINTERS AND ACCESSORIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 5/01/13 - 4/30/14.  
SAP PURCHASE ORDER # 2000078519      \$11,268.00      TOTAL      REFERENCE BID # 148-13

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

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

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

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

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

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

Z-2014-002 Trustees of Lee's Chapel Baptist Church, owners; Dan Light, agent; requests a change of zoning on Parcel ID# 7-18-0-0-9, in Section 18 Twp 15 Range 3 West from A-1 (Agriculture) to INSTITUTIONAL-1 for church expansion. (Case Only: 7827 Ed Jones Road, Gardendale, AL 35071)(SARDIS)(1.6 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2014-002 be approved. Voting "Aye" Knight, Brown, Bowman and Carrington. *Commissioner Stephens was not in Commission Chambers for this vote.*

Z-2014-006 Brandon D. Northcutt and Michael L. Northcutt, owners; Walter Lynn Northcutt, agent; requests a change of zoning on Parcel ID# 31-14-4-5-1, in Section 14 Twp 18 Range 5 West from I-3 (Industrial) to R-1 (Single Family) for compliance for a residence. (Case Only: 936 Pinewood Avenue, Hueytown, 35023)(CONCORD)(0.72 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2014-006 be approved. Voting "Aye" Knight, Brown, Bowman and Carrington. *Commissioner Stephens was not in Commission Chambers for this vote*

Z-2014-001 Estate of Hobart Youngblood, Paula Youngblood Glasscox, executrix, owners; Eddy Brazeel, agent; requests a change of zoning on Parcel ID# 2-36-1-0-1 in Section 36 Twp 14 Range 2 West from A-1 (Agriculture) and I-3 (Industrial) to I-3(S) (Strip Mining) for surface mining of coal.(Case Only:3651 Bethel Road, Pinson, AL 35126)(MASSEYLINE)(77.83 Acres M/L)

Modification: rezoned only the area included within the permit boundary as presented at the February 13, 2014 hearing of the Planning & Zoning Commission to I-3(S), with the following covenants: 1. a 100' undisturbed buffer shall be maintained along the southernmost property line where abutting A-1 (Agriculture) Zoning; 2. days and hours of operation shall be restricted to Monday through Friday, 7AM to 4:30 PM; and, 3. construction plans for the mine entrance, having at minimum 100 feet of paving from the access along Bethel Road, shall be and approved by the Department of Roads and Transportation.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2014-0012 be carried over for applicant to review a set of proposed covenants. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Z-2014-003 Terry Wilkes Freeman, owner; requests a change of zoning on Parcel ID# 29-27-3-0-4, in Section 27 Twp 18 Range 3 West from R-1 (Single Family) to C-1 (Commercial) for compliance for an existing office (pest control company). (Case Only: 403 West Oxmoor Road, Birmingham, 35209)(SHANNON)(1.08 Acres M/L)

Contingency: construction plans for commercial class driveways at locations that provide adequate corner sight distance for vehicles entering both West Oxmoor Road and Happy Lane are to be submitted and approved by the Department of Roads and Transportation.

Covenants:

1. the use of the property shall be limited to the operation of a pest control business and all activities related thereto (as restricted by covenant 2), any office or professional use, and/or any other use permitted under the C-P (Preferred Commercial) zoning district;
2. the operation of a pest control business on the Property shall be subject to the following restrictions:

- a. there shall be no mixing of chemicals on the Property;
- b. pest control chemicals may be stored on the property but shall be limited (i) to those chemicals which can be stored on the trucks which are used to provide pest control services and (ii) to the additional storage of one week's supply of chemicals in properly sealed containers;
- c. no outside paging system of any kind shall be permitted on the property;
- d. no odors from chemicals used by the pest control business shall be permitted to emanate from the Property to any adjacent properties; and,
- e. the pest control business shall be operated Monday through Friday, during normal operating hours of businesses and office facilities, and shall be operated on the weekends only as necessary to respond to emergencies or moderate, unfinished business; and .

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2014-003 be approved subject to filing of covenants. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Z-2014-004        Stephen G. and Carol Tate, owners; N. Andrew Rotenstreich, agent; requests a change of zoning on part of Parcel ID# 31-14-3-1-67, in Section 14 Twp 18 Range 5 West from R-1 (Single Family) to U-2 (Communication Tower) for a 180-foot cellular communication tower. (Case Only: 1371 Rock Creek Road, Hueytown, 35023)(CONCORD)(0.2 Acres M/L)

Covenant: reversionary clause (2 years)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2014-004 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2014-005        Alawest – AL, LLC, owner; N. Andrew Rotenstreich, agent; requests a change of zoning on part of Parcel ID# 3-12-2-0-11, in Section 12 Twp 14 Range 3 West from A-1 (Agriculture) to U-2 (Communication Tower) for a 250-foot cellular communication tower. (Case Only: 765 Knopf Drive, Warrior, 35180)(WARRIOR)(0.2 Acres M/L)

Covenant: reversionary clause (2 years)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2014-005 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2013-027        Estate of Margaret R. Kendrick, owners; Mitchell Davenport, agent; requests a change of zoning on Parcel ID# 42-6-3-0-2, in Section 6 Twp 20 Range 4 West from A-1 (Agriculture) to R-4 (Multi Family) for an apartment complex. (Case Only: 4900 Eastern Valley Road, McCalla, 35111)(MCCALLA)(13.2 Acres M/L)

Contingencies:

1. Approval of Letson Parkway entrance by the City of Bessemer;
2. a study verifying adequate water for fire protection; and,
3. a traffic study.

Covenants:

1. No access to Eastern Valley Road except an emergency gate;
2. Planning Commission approval of a site plan;
3. Sidewalks to Letson Parkway;
4. Planning and Zoning Commission approval of the appearance of the building facades to include architecture to that in the surrounding area, including roof pitch and materials;
5. Planning and Zoning Commission approval of a landscape plan including a 50' landscaped/undisturbed buffer around the property except where the property abuts commercial or non-residential zoning;
6. Limit the density to 5 units per acre;
7. A gated entrance;
8. The property is to be fenced within the buffer by a black chain link fence
9. All lighting shall be directed downward.

The following citizens spoke to the Commission regarding this rezoning case: Karen McKee, Noel Falls, Jude Washington, Donita Carmichael, Cynthia Seals and LaQuice Boyd.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2014-027 be denied. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m., Thursday, March 27, 2014.

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President

ATTEST

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Minute Clerk