

STATE OF ALABAMA)

JEFFERSON COUNTY) September 26, 2013

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of September 12, 2013, be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

The Commission met in Work Session on September 10, 2013, and approved the following items to be placed on the September 12, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 9.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 5 and Addendum Item 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 19.

Sep-26-2013-721

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an agreement between Jefferson County and Blue Cross Blue Shield of Alabama to provide administration of the County's self-insured health insurance plan effective October 1, 2013 to September 30, 2014 at a cost of \$30.90 per employee per month.

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

Sep-26-2013-722

WHEREAS, Jefferson County, Alabama, through the Human Resources Department, has entered into a Broker of Record Agreement with Cobbs Allen; and

WHEREAS, the Agreement calls for soliciting bids on the behalf of the County for Property and Casualty/Boiler & Machinery, Excess Workers' Compensation, Crime and Dishonesty, and Professional Liability and General Liability (Malpractice) insurance coverage to mitigate any risk of exposure or loss/damage to properties owned by the County; and

WHEREAS, Cobbs Allen did go to the insurance market and solicit bids fro the above named insurance polices and did recommend for approval certain carriers and coverage amounts.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President be authorized to direct the Chief Financial Officer to issue a check to Cobbs Allen in the amount of \$929,308.40 to cover the cost of the policies listed above and broken down as follows by carrier, type of coverage being provided and cost:

- Lexington Insurance Company, Property and Casualty/Boiler & Machinery \$596,610.40
- Safety National Casualty. Company, Excess Workers' Compensation \$150,030.00
- National Union Fire Insurance Company (Chartis), Crime & Dishonesty \$ 22,493.00
- Darwin Select Insurance Company, Professional Liability and General Liability (Malpractice) \$160,175.00

This coverage will be for the period from 10/01/2013 through 10/01/2014.

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

Sep-26-2013-723

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

A Master Agreement with AT&T to provide and maintain internet access services that includes a highspeed, dedicated connection with transport at speed 1mbs to 10mbs to any identified location within the Personnel Board offices for the period August 22, 2013 - August 22, 2015 in the amount of \$11,604 annually.

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

Sep-26-2013-724

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 4 between Jefferson County , Alabama and Azteca System, Inc., to add a CityWorks AMS server license for the asset management software.

CONTRACT NO.: 4509

Contract Amendment IV

This Amendment to Contract between Jefferson County, Alabama, and Azteca Systems, Inc. to provide "Maintenance Support-City Works", resulting from Jefferson County's request for Bid No. 154-08R.

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 original contract between the parties referenced above was approved by the Jefferson County Commission on February 2, 2010 and recorded in the MB 159, Page 268-272; Amendment I approved by John S. Young, Jr. LLC on January 26, 2011; Amendment II approved by the Jefferson County Commission on March 27, 2012 and recorded in MB 163, Page 65.; Amendment III approved by Jefferson County Commission on November 27, 2012 and recorded in MB 164, Pages 133-134, is hereby amended as follows:

- 3. AMEND SCOPE OF WORK: Addition of CityWorks AMS Server License at cost of \$4,334 for period August, 2013 - December, 2013 effective date on Amendment IV approval.
- 4 AMEND TERM: January 1, 2014 - December 31, 2014
- 4. COMPENSATION: \$25,000.00 (Effective January 1, 2014)

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Peter Hristou, CFO of Azteca Systems, Inc.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County , Alabama and Gresham, Smith & Partners, in the amount of \$80,000.00 to provide Professional Engineering Services for Facility Repairs at the Shades Valley Campus and the Five Mile Creek Wastewater Treatment Plant.

A G R E E M E N T

PROFESSIONAL ENGINEERING SERVICES FOR FACILITY REPAIRS AT THE
SHADES VALLEY CAMPUS AND THE FIVE MILE CREEK WASTEWATER TREATMENT PLANT

This AGREEMENT, made this the day of , 2013 by and between Jefferson County, Alabama as Party of the First Part, hereinafter referred to as the OWNER, and Gresham, Smith and Partners, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the analysis, design, specifications and construction management for facility repairs at the Shades Valley Campus and the Five Mile Creek Wastewater Treatment Plant as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the practices of the Jefferson County Environmental Services Department prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with the standards of care for professional services under Alabama law.

The scope of the geographic area of work proposed in this AGREEMENT will include the Shades Valley campus site in Birmingham and the Five Mile Creek Wastewater Treatment Plant site in northwest Jefferson County. The scope of the work shall include furnishing Professional Engineers to provide the services required by this AGREEMENT.

Specifically excluded in the scope of work under this AGREEMENT is actual construction, repair, renovation or maintenance of any component of the public works improvements by the CONSULTANT.

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The CONSULTANT will perform the following engineering services for repairs at the following buildings at the Shades Valley Campus:

1. Dispatch (1295): Re-seal Tabs.
2. Television (1296): Repair cracked concrete roof deck panel at the ridge line.
3. Open Storage (1299-B): Reroof, repair damage to metal fascia, and repair damage to metal soffits.
4. Maintenance Shop (1300): Repair current leaks around the skylights (3).
5. Pump Station Crew (1310): Repair and replace damaged soffit at corner.
6. Conference/Old Administration (1330): Reroof entire building with specified asphalt shingle and replace eave drip, gutter and, downspouts.
7. Paint Shop Storage (1305): Seal bottom edges of all shingles at eave line on all sides of the building.
8. Plant Water Building (1356-B): Reroof.
9. Instrumentation (1357): Replace missing fascia trim and eave drip to match existing, re-nail exposed flange on flue, and install new boot around all vent stacks.
10. VLR (1360): Reroof.
11. VLR-Meter (1360-B): Reroof.
12. Pump Station (1380): Reroof entire building with specified asphalt shingle, replace existing rake drip, and replace existing eave drip, gutters, and downspouts.
13. Blower (1356): Reroof.
14. Prepare Construction Documents including plans, details and specifications describing the needed work.
15. Assist the Owner in preparation of Invitation to Bid and Contractor pre-qualifications.
16. Assist the Owner in the bidding process including responses to questions from bidders, pre-bid meeting, bid opening and tabulation.
17. Conduct and preside over pre-construction and other progress meetings and issue notes for same.
18. Visit the job sites at regular intervals to observe and report on work in place and its adherence to the Contract Documents.
19. Issue final punchlist on missing or deficient work.
20. Assist the Owner with project close-out.

The CONSULTANT will perform the following engineering services for repairs at building at the Five Mile Creek Wastewater Treatment Plant:

1. Administration Building: Reroof.
2. Lagoon Apron: Minimal site preparation/grading plans, design based on AASHTO standard HS-20 truck loading, and provide reinforcing details for new slab and connection to existing slab that is to remain.
3. Prepare Construction Documents including plans, details and specifications describing the needed work.
4. Assist the Owner in preparation of Invitation to Bid and Contractor pre-qualifications.
5. Assist the Owner in the bidding process including responses to questions from bidders, pre-bid meeting, bid opening and tabulation.
6. Conduct and preside over pre-construction and other progress meetings and issue notes for same.
7. Visit the job sites at regular intervals to observe and report on work in place and its adherence to the Contract Documents.
8. Issue final punchlist on missing or deficient work.
9. Assist the Owner with project close-out.

SECTION 2 – OBLIGATION OF THE OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the OWNER's observer's or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of environmental site assessments, if required.
12. Assume all costs of public hearings, if required.
13. Assume all costs for railroad permit fees, if required.
14. Assume all costs for flow monitoring within study area, if required.
15. Assume all costs for advertising for bid.

SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences will be held at the request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of the project.
2. Requests for visits to the site may be made by the OWNER or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days upon receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall be performed within nine (9) months after NTP. This includes three (3) months for design and six (6) months for advertisement, bidding, and procurement including Commission approval, construction, and final acceptance.
3. In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. At the completion of this contract, the OWNER and the CONSULTANT may decide at the OWNER'S option to enter into negotiations to extend the scope of work and time of the contract.

ARTICLE III - PAYMENT

SECTION 1

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

For the work contemplated under Article I, Section 1, the OWNER will pay the CONSULTANT an amount not to exceed eighty thousand dollars (\$80,000), based upon the attached Fee Schedule which is hereby incorporated as a part of this AGREEMENT. This contract amount shall not be exceeded except by formal amendment to this agreement.

Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the OWNER and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

SECTION 2

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the OWNER may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the OWNER in writing and receive approval from the OWNER prior to performing such work. In the event the OWNER determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the OWNER. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fees or cost ceiling will be made on a proportionate basis.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the OWNER all documents and data pertaining to the work or to the project, which material shall become the property of the OWNER. All original tracings or maps and other engineering data furnish to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the OWNER shall be the property of the OWNER and shall not be released to any other party without the consent of the Director of Environmental Services.

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

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

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

SECTION 5 - TERMINATION OR ABANDONMENT

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

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

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

B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

SECTION 7 - CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

2. The CONSULTANT agrees to indemnify, hold harmless and defend Jefferson County, Alabama, Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "OWNER"), from and against any and all loss, expense against or imposed upon OWNER because of bodily injury, death or property damage, real or personal, including loss of use thereof to the extent arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement

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

General Liability and Property Damage.....	\$300,000.00
Automobile and Truck Bodily Injury Liability.....	\$300,000.00
Workers Compensation.....	Statutory
Professional Liability.....	\$1,000,000.00 each claim

A 30 day notification is required from the insurer to the OWNER for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the OWNER within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the OWNER, their successors or assigns. Any attempt to assign this contract without the written consent of the OWNER is null and void.

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY or the OWNER,

except regularly retired employees, without written consent of the public employer of such person.

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

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

SECTION 12 - CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the OWNER and in accordance with the established policies, practices and procedures of the Jefferson County Environmental Services Department.

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

A. Non-Discrimination:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

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

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

C. Sanctions of Noncompliance:

In the event of the CONSULTANT'S noncompliance with any provisions of this contract, the OWNER shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

SECTION 15 - 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.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Company on the ____ day of _____, 2013, and the OWNER on the ____ day of _____, 2013.

Gresham, Smith and Partners

James C. Griffo, AIA

Principal

RECOMMENDED:

David Denard, Director of Environmental Services

APPROVED:

W.D. Carrington, President

Jefferson County Commission

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

Sep-26-2013-726

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Alabama Department of Transportation in the amount of \$1,108,185.46. This agreement allows the County to be reimbursed for costs to relocate sanitary sewers that are in conflict with ALDOT'S SR-150 lane addition and ramp modification from 0.062 miles West of Lake Crest Drive to 0.450 miles East- of I-459 and in the City of Hoover. The relocation construction work to be done by STATE contractor. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its roadway improvement contract.

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES

ON PRIVATE OR PUBLIC RIGHT-OF-WAY WORK TO BE PERFORMED BY STATE CONTRACTOR

PROJECT NUMBER

Private Right-of-Way

Utilities ST-037-999-011

X Public Right-of-Way

Construction ST-037-999-011

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

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. ST-037-999-011 and consisting approximately of the following: Additional lanes on SR-150 from 0.062 miles West of Lake Crest Drive to 0.450 miles East of I-459 and on the I-459 northbound ramps; and

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$,108,185.46

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

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

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

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

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

c. This agreement includes betterment Yes No.

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR Part 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$1,108,185.46. The total estimated cost including betterment is \$1,108,185.46

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

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

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

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the

STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

WITNESS:

RECOMMENDED FOR APPROVAL: Jefferson County Commission, Jefferson Co., AL
Division Engineer
Robert G. Lee W.D. Carrington
Utilities Engineer Jefferson County Commission, President

APPROVED AS TO FORM:
Jim Ippolito, Jr. Chief Counsel,
Alabama Department of Transportation
STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING
BY AND THROUGH ITS TRANSPORTATION DIRECTOR
John R. Cooper, Transportation Director

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

Robert Bentley
GOVERNOR STATE OF ALABAMA

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

Sep-26-2013-727

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Edward Hardison to serve on the Forestdale Fire District Board of Trustees for a five year term ending September, 2018, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
9/26/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAIL OUT.	GEN SVCS: ADMIN	129.69	1900072850
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TRANSFER PAPER FOR MORGUE	CORONER/MED EXAMINER	106.18	1900072732
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAINLESS STEEL PLATES FOR BH JAIL	GEN SVCS: ADMIN	120.00	1900072734
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	6.44	1900072737
*DISTRICT 1					362.31	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BATTERIES & FIRST AID SUPPLIES	R&T: HIGHWAY MAINT-BESS	106.11	1900072608
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HEADLIGHTS - HIGHWAY ENGINEERING (STACI ELLIS)	R&T: HIGHWAY ENG & CONSTR	23.74	1900072854
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES & MISC. PARTS & GASKETS - BESSEMER	R&T: HIGHWAY MAINT-BESS	82.33	1900072694

DISTRICT 2	1000193	JEFFERSON CO TREASURER	CHAIN SAWS BARS, 2 PHONE COVERS, MAILBOXES KETONA	R&T: HIGHWAY MAINT-KETONA	233.76	1900072733
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, CEMENT, CLEANER,OIL, BULB, PAINT	R&T: HIGHWAY MAINT-BESS	72.65	1900072841
*DISTRICT 2					518.59	
DISTRICT 3	1000104	REGIONAL PLANNING COMM	FY12 MEMBERSHIP DUES (OCT 2011-SEPT 2012)	NON-DEPT EXPENDITURES	65,456.00	1900072839
DISTRICT 3	1000104	REGIONAL PLANNING COMM	FY 13 MEMBERSHIP DUES (OCT 2011-SEPT 2013)	NON-DEPT EXPENDITURES	65,456.00	1900072840
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE- RET.TRAVEL-AUDIT-W.S.MOORE 6/22-28/13	REVENUE	15.02	1900072517
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROBATE LEVY/STAMPS	SHERIFF ENFORCE-BHAM	104.46	1900072606
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE - B'HAM TITLE REMITS-103.66	REVENUE	103.66	1900072619
DISTRICT 3	1001461	BHAM REPORTING SVC	BHAM REPORTING - HARRIS HOLLANS DEPOSITION	BD OF EQUAL - BHAM STATE	454.30	1900072659
DISTRICT 3	1002266	BHAM LARGE USERS GROUP	ANNUAL MEMBERSHIP DUES 2013 - 2014 FOR CREE	INFO TECH: SYS DEV & ADMIN	400.00	1900071056
DISTRICT 3	1003211	THE BANK OF NEW YORK	ADMIN FEES 2003A 04/01/2012-03/31/2013	FINANCE ADMINISTRATION	2,200.00	1900072855
*DISTRICT 3					134,189.44	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE & TITLE TRANSFERS	EMA	496.14	1900072847
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	25.92	1900072649
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DETENTION ADM	146.02	1900072663
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MGT DEPT	29.99	1900072851
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MGT DEPT	29.99	1900072852
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MGT DEPT	29.99	1900072835
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MGT DEPT	48.93	1900072836
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MGT DEPT	13.99	1900072837
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	36.86	1900072657
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPP SVCS	76.04	1900072670
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE, UPS BATTERIES & RV BATTERY	EMA	441.53	1900072627
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MGT DEPT	16.35	1900072838
DISTRICT 4	1000527	CITY OF TRUSSVILLE	12 SMA TRUSSVILLE SWIFT WATER RESCUE TRAINING	EMA	6,000.00	1900072846
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	11 SMA BHAM MEDIUM TRENCH I/II TRAINING	EMA	885.00	1900072842
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12SMA BHAM MEDIUM TRENCH I/II TRAINING	EMA	1,180.00	1900072843
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	11 SMA BHAM HEAVY TRENCH I/II TRAINING	EMA	590.00	1900072844
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12SMA BHAM HEAVY TRENCH I/II TRAINING	EMA	1,180.00	1900072845
DISTRICT 4	1025205	BHAM FIRE/ RESCUE PERSNL	BFRS ANNUAL AWARDS BANQUET TABLE FOR EMA STAFF	EMA	280.00	1900072698
DISTRICT 4	1029478	PHILLIP W WOODS	SR REIMBURSEMENT - PHILLIP WOODS	EMA	4,000.00	1900072848
DISTRICT 4	1029639	PAMELA A MARTIN	SR REIMBURSEMENT - PAMELA MARTIN	EMA	4,000.00	1900072849
*DISTRICT 4					19,506.75	
DISTRICT 5	1000018	ALA ST BAR FOUNDATION	2013-2014 ALA STATE BAR DUES-THEODORE A. LAWSON II	COUNTY ATTORNEY	300.00	1900072615
DISTRICT 5	1000018	ALA ST BAR FOUNDATION	2013-2014 ALA STATE BAR DUES - FRENCH A. MCMILLAN	COUNTY ATTORNEY	300.00	1900072616
DISTRICT 5	1000018	ALA ST BAR FOUNDATION	2013-2014 ALA STATE BAR DUES - CAROL SUE NELSON	COUNTY ATTORNEY	300.00	1900072614
DISTRICT 5	1000018	ALA ST BAR FOUNDATION	2013-2014 ALA STATE BAR DUES - SHAWNNA H. SMITH	COUNTY ATTORNEY	300.00	1900072617
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LAWN MOWER	ES: CONSTR SEWER LINE	500.00	1900072046
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BERMUDA SOD, SHAFT SLEEVES	ES: CONSTR SEWER LINE	83.00	1900072367
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LIGHT BULBS FOR LAB, ADJUSTABLE WRENCH, PLIERS	ES: TURKEY CREEK WWTP	58.06	1900072471
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOLS;PIPE;WATER;RENTAL ON 8"X20' SUCTION HOSE;	ES: FIVE MILE MAIN SHOP	178.53	1900072630
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPLACED FITTING UNDER HOSE REEL, DEBRIS HOSE	ES: SHADES LINE MAINT	650.31	1900072728
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AX 62 TRI POWER BELT	ES: CAHABA RIVER WWTP	20.10	1900072834
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INKJETS, KEYS, FULL PAGE MAGNIFIER	ES: ADMIN LINE MAINT	393.89	1900072730
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RUST CLEANER, DRILL BITS,TANK,KEYS,MENDER,SHIPPING	ES: SHADES LINE MAINT	177.52	1900072731
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT PLUMBING PARTS TO FIX OLD ALUM TANK	ES: CAHABA RIVER WWTP	138.41	1900072853
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT,FILTER,SPARK PLUG,BATTERY,AXE BACKUPPOWER SU	ES: VALLEY CREEK WWTP	1,960.68	1900072632
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIGESTER BEARING	ES: TRUSSVILLE WWTP	302.42	1900072735
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENT	PER BD: TESTING	103.38	1900072702
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC PIPE AND COUPLINGS, PINE BARK MULCH	ES: CONSTRUCT SEWER LINE	19.04	1900072729
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BULB;OIL;	ES: FIVE MILE MAINT SHOP	92.40	1900072699
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SUPPLY FOR MTG;FILTER;FUNNEL;HOSE;PLUG;TUBE;METER;	ES: INSTRUMENT SHOP	140.16	1900072736
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1/2 GAL JUGS AND MOUNTING TAPE	ES: TRUSSVILLE WWTP	117.14	1900072621
DISTRICT 5	1000193	JEFFERSON CO TREASURER	#3 MASTER LOCKS,TAPE MEASURE,BEARINGS,OIL SEALS,KE	ES: PKAGE WWTP & PUMP STA	308.48	1900072700
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	ES: SANITATION ADMIN	16.38	1900072601
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SYNTHETIC STEEL WOOL	ES: CAHABA RIVER WWTP	17.82	1900072623
DISTRICT 5	1000193	JEFFERSON CO TREASURER	48 QT BREEZE	ES: CAHABA RIVER WWTP	24.44	1900072624
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WO1343 13/8X1-1/8 BRUSH	ES: CAHABA RIVER WWTP	12.46	1900072625
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	ES: SANITATION ADMIN	16.22	1900072658
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS, HOSE, BRONZE CORED AND ORINGS	ES: VILLAGE CREEK WWTP	326.66	1900072660
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OFFICE CHAIR FOR THE LAB	ES: TURKEY CREEK WWTP	99.99	1900072602
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	32.40	1900072661
DISTRICT 5	1000193	JEFFERSON CO TREASURER	V-BELTS;CAPACITOR STARTER;RENTAL ON HOSES;	ES: FIVE MILE CREEK WWTP	118.49	1900072832
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLOOR PADS, REGISTRATION FEES,STUDY GUIDE, POSTAGE	ES: VILLAGE CREEK WWTP	1,306.18	1900072833
DISTRICT 5	1000193	JEFFERSON CO TREASURER	8" PLSTBLWRW/CAM 15'	ES: FIVE MILE MAINT SHOP	461.32	1900072629
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BEARINGS FOR GEAR BOX	ES: TRUSSVILLE WWTP	329.27	1900072631
DISTRICT 5	1031481	SUE THOMPSON	REFUND FOR OVERPAYMENT & FB W 0-54415(D)	FINANCE SEWER SERVICES	9.98	1900072536
DISTRICT 5	1031482	R & R ACQUISITION LLC	REFUND FOR OVERPAYMENT & FB N 1058-3350(L2)	FINANCE SEWER SERVICES	17.69	1900072535
DISTRICT 5	1031484	STEVE GUICE	REFUND FOR OVERPAYMENT & FB W 0-62479(D)	FINANCE SEWER SERVICES	8.70	1900072537
DISTRICT 5	1031488	LEO RUSSO BLDG	REFUND FOR OVERPAYMENT & FB W 0-108185(D)	FINANCE SEWER SERVICES	47.07	1900072538
DISTRICT 5	1031489	DONNA S TIDWELL	REFUND FOR OVERPAYMENT & FB I 2-435014(D)	FINANCE SEWER SERVICES	99.29	1900072539
DISTRICT 5	1031490	LONDON BENTLEY	REFUND FOR OVERPAYMENT & FB W 0-92545(D)	FINANCE SEWER SERVICES	773.15	1900072540
DISTRICT 5	1031526	YOSHIA HENCE	REFUND FOR OVERPAYMENT & PM ADJ R 4-3617002(D)	FINANCE SEWER SERVICES	767.30	1900072599
DISTRICT 5	1031527	AMANDA N SHEPHERD	REFUND FOR OVERPAYMENT & FB W 0-81577(D)	FINANCE SEWER SERVICES	161.25	1900072598
*DISTRICT 5					11,089.58	
**						165,666.67

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

Sep-26-2013-728

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized and directed to transfer among the various operating and capital funds the following amount for Fiscal Year 2012 as required to provide for cash needs:

From the General Fund (Fund 01)

- \$3,881,940 to the emergency Management Fund to cover share of storm damage expenses
- \$ 146,957 to Emergency Management Fund to cover net pro-rata share of EMA expenditures for FY2012
- \$ 26,000 to Home Grant Fund
- \$ 79,000 to County Home Fund
- \$ 605,799 to Cooper Green Hospital

From the Bridge and Public Building Fund (2015)

- \$ 1,135,475 to Debt Service Fund

\$ 1,514,656 to the Public Building Authority Fund

\$24,773,800 to the Capital Improvement Fund

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

Sep-26-2013-729

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 09/03/13 - 09/09/13

1. SHERIFF'S DEPARTMENT AND YOUTH DETENTION FROM CENTRAL PAPER COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR WARE WASHING / INSTITUTIONAL CLEANING SUPPLIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 130-13
2. ENVIRONMENTAL SERVICES FROM HOBBS GROUP LLC, PINSON, AL, TO AWARD BID FOR LIGHTENING PROTECTION FOR ENVIRONMENTAL SERVICES WWTP ON AN AS NEEDED BASIS FOR THE PERIOD OF 9/26/13 - 9/25/14. REFERENCE BID 137-13
3. ENVIRONMENTAL SERVICES DEPARTMENT FROM CRANWORKS INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR CRANE RENTALS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 143-13
4. GENERAL SERVICES DEPARTMENT: ADMINISTRATION FROM AUGMENTATION INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY LABOR SERVICES.
SAP PURCHASE ORDER # 2000071051 CHANGE ORDER \$12,000.00 REFERENCE BID # 154-12
PURCHASE ORDER \$62,000.00 TOTAL
5. INFORMATION SERVICES: ADMINISTRATION FROM BERNEY OFFICE SOLUTIONS, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTER REPAIRS AS NEEDED FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000071194 CHANGE ORDER \$1,500.00
REFERENCE BID # 173-12 PURCHASE ORDER \$6,500.00 TOTAL
6. PERSONNEL BOARD FROM CAPTIVES INCORPORATED, NEW YORK, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES. SAP PURCHASE ORDER # 2000073835
CHANGE ORDER \$349.02 PURCHASE ORDER \$9,932.52 TOTAL

For Week of 09/10/13 - 09/16/13

1. GENERAL SERVICES - BULK STORES WAREHOUSE AND PACA MEMBERS FROM STRICKLAND PAPER COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR COPY PAPER, ENVELOPES AND OTHER RELATED ITEMS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 147-13
2. GENERAL SERVICES (ELECTIONS) & PACA MEMBERS FROM METRO TRUCK RENTAL INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR VAN RENTAL - LARGE CARGO ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/16. REFERENCE BID # 149-13
3. GENERAL SERVICES DEPARTMENT: ADMINISTRATION FROM KNOX PEST CONTROL, PELHAM, AL, CONTRACT RENEWAL FOR PEST CONTROL & INSPECTION SERVICES ON AS NEEDED BASIS FOR THE PERIOD OF 10/25/13 - 10/24/14. REFERENCE BID # 204-11
4. GENERAL SERVICE ADMINISTRATION FROM VEOLIA ENVIRONMENTAL SERVICES, MOODY, AL, TO EXTEND BID FOR SIXTY (60) DAYS BEGINNING OCTOBER 1, 2013 UNTIL NOVEMBER 29, 2013 - TO FACILITATE COMPLETION OF THE BID PROCESS. BID 164-13 DUE TO CLOSE SEPTEMBER 26, 2013. REFERENCE BID # 175-10
5. GENERAL SERVICES: ADMINISTRATION FROM AMERICAN SHORING, NEWBURGH, NY, TO PURCHASE SHORING SYSTEM (FREIGHT INCLUDED - \$400). SAP PURCHASE ORDER # 2000074945 \$5,350.00 TOTAL
6. EMERGENCY MANAGEMENT AGENCY (EMA) FROM IDEAL SUPPLY INCORPORATED, ASHEVILLE, NC, TO PURCHASE BLASTING SUPPLIES (FREIGHT INCLUDED - \$102.58). SAP PURCHASE ORDER # 2000074952
\$5,799.16 TOTAL
7. BOARD OF EQUALIZATION FROM SHI INTERNATIONAL, DALLAS, TX, TO PURCHASE ADOBE LIVECYCLE PDF

GENERATOR 11 LICENSE AND PLATINUM ANNUAL SUPPORT SUBSCRIPTION. SAP PURCHASE ORDER # 2000074997
\$48,500.00 TOTAL STATE OF ALABAMA CONTRACT # T497, #4012464

8. ROADS AND TRANSPORTATION: (BESSEMER) FROM HANSON PIPE, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF CONCRETE PIPE TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000068198 CHANGE ORDER \$ 6,300.00
REFERENCE BID # 86-12 PURCHASE ORDER \$61,300.00 TOTAL

9. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM FISHER SCIENTIFIC CORPORATION, SUWANEE, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF LABORATORY SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/2013.
SAP PURCHASE ORDER # 2000068359 CHANGE ORDER \$2,000.00
STATE OF ALABAMA CONTRACT #T233 PURCHASE ORDER \$5,997.16 TOTAL

10. SHERIFF'S DEPARTMENT: BIRMINGHAM JAIL CORRECTIONS FROM ADVANCED DISPOSAL SERVICES SOLID WASTE, CAROL STREAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FRO GARBAGE PICK-UP. SAP PURCHASE ORDER # 2000071210 CHANGE ORDER \$ 100.36
REFERENCE BID # 175-10 PURCHASE ORDER \$22,747.86 TOTAL

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

Sep-26-2013-730

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

For Week of 09/03/13 - 09/09/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES: RADIOLOGY FROM NIHON KOHDEN, CHICAGO, IL, TO PAY FOR CRITICALLY PAST DUES INVOICES FOR RENTAL BILLING (EEG-1200) PER AGREEMENT #L12 ROORENTAL. FINAL PAYMENT. CONTRACT IMPROPERLY EXECUTED. REVIEWED BY DEPUTY COUNTY MANAGER AND APPROVED FOR PAYMENT. SAP PURCHASE ORDER # 2000074681 \$11,660.04 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES: ADMINISTRATION FROM BIRMINGHAM REGIONAL EMS SYSTEM, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES: 11-590, 11-618, 11-679, 12-007, 12-054, 11-490, 12-119, 12-427, 12-188, 12-269, 12-511, 12-652, 12-575 FOR \$1,000.00 EACH TO COVER SERVICES RUNNING THROUGH OCTOBER 2011 - JUNE 2013. CONTRACT EXPIRED 6/27/2012. SAP PURCHASE ORDER # 2000070599 CHANGE ORDER \$ 7,000.00
CLARITY CONTRACT # CON-00002654 PURCHASE ORDER \$17,000.00 TOTAL

For Week of 09/10/13 - 09/16/13

1. EXCEPTION FOR INFORMATION TECHNOLOGY FROM ALLCOMM WIRELESS, BIRMINGHAM, AL, EMERGENCY REPAIR TO PALMERDALE 911 TOWER, DUE TO LIGHTNING STRIKE. SAP PURCHASE ORDER # 2000074996
\$59,600.00 TOTAL STATE OF ALABAMA CONTRACT # T300, #4010271

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

Sep-26-2013-731

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 09/03/13 - 09/09/13 and 9/10/13 - 9/16/13.

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

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

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

STAFF DEVELOPMENT

Multiple Staff Development

Tax Assessor - Birmingham (4 participants) Sandra Morris, Belinda Robinson, Steve Jones & Laura Smith AL III Basic Mapping Hoover, AL – September 25-27, 2013	(State funds)	\$900.00
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Individual Staff Development

Board of Registrars Barry Stephenson Elections Conference Tuscaloosa, AL – October 24, 2013		\$225.00
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Community & Economic Development Frederick Hamilton International Economic Development Council Conference Philadelphia, PA – October 4-8, 2013	(Grant funds)	\$2,520.98
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Pamela Mapp NAWDP Youth Development Symposium Conference Chicago, IL – October 27-31, 2013	(Grant funds)	\$2,466.24
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Office of Senior Citizen Services Melanie Gamble SMP Grant Policy Training Atlanta, GA – August 13-14, 2013	(Grant funds)	\$158.00
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Youth Detention Cornelius Washington Juvenile Probation Officers Conference Orange Beach, AL – September 23-25, 2013		\$600.00
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Motion was made by Commissioner Brown seconded by Commissioner Stephens that Staff Development be approved. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

BUDGET TRANSACTION

1. Roads & Transportation \$50,000

Shift funds and add a purchasing memorandum to purchase five (5) replacement copiers.

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

Sep-26-2013-733

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and IBM Corporation to provide annual maintenance and support for Data Center IBM equipment and software for the period September 7, 2013 - September 6, 2014 in the amount of \$47,604.18.

CONTRACT NO. CON00004237

Contract Amendment No. 1

This Amendment to Contract entered into the day of August 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and IBM Corporation, hereinafter referred to as the "Contractor" to provide maintenance and support for Data Center IBM Equipment and Software.

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 original contract between the parties referenced above was approved by the Commission on September 11, 2012, minute book 163, page 516, is hereby amended as follows:

- 3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The contract term expires on September 6, 2014.
- 7. COMPENSATION:

Contractor shall be compensated in the amount of \$47,604.18, reference Schedule Number AL7BHZ, effective date July 11, 2013, incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

IBM Corporation

Jason Cox., Representative

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

Sep-26-2013-734

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Dynamic System, Inc. to provide annual Sun Production Server hardware and software maintenance for Fiscal Year 2013/2014 in the amount of \$39,954.47.

CONTRACT NO. ON00004522

Contract Amendment No. 1

This Amendment to Contract entered into this 16th day of August 2013, between Jefferson County, Alabama, hereinafter referred to as "the County", and Dynamic System, Inc., hereinafter referred to as the "Contractor" to provide annual Sun Production Server hardware and Software Maintenance.

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 original contract between the parties referenced above was approved by The Commission on November 14, 2012, recorded in MB 164, pages (s) 98-100, and is hereby amended as follows:

Item 1. Amend Scopes of Services To incorporate Dynamic Systems, Inc. quote # 13-1946 v0, dated July 1, 2013 in the amount of \$39,954.47.

Item 3. Amend Terms of Agreement and Authorization to Perform Work: 10/1/13 to 9/30/14

Item 4. Amend Compensation: \$39,954.47

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President
Jefferson County Commission
DYNAMIC SYSTEMS, INC.

Authorized Representative

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

Sep-26-2013-735

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and AssetWorks, Inc. to provide Roads & Transportation FleetFocus software upgrade, maintenance and support for the period September 1, 2013 - August 31, 2016 in the amount of \$64,949.

CONTRACT NO. CON 000005003

FLEETFOCUS SOFTWARE UPGRADE, MAINTENANCE AND SUPPORT

THIS AGREEMENT entered into this 1st day of August 2013, by and between Jefferson County Alabama hereinafter called "the County", and AssetWorks, Inc., hereinafter called the "Contractor", located at 998 Old Eagle Rd # 1215, Wayne, PA 19087. The effective date of this agreement shall be September 1, 2013.

WHEREAS, the County desires to contract for FleetFocus Software Upgrade, Maintenance and Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's ITB 71-13, attached hereto as Exhibit A (on file in the Minute Clerk's Office). The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from AssetWorks, Inc. constitutes essential components of this Contract and is adopted herein by reference and is attached hereto as Exhibit B. Those two components and this CONTRACT document constitute the entire agreement between the parties. Software provided pursuant to this Agreement is subject to the Contractor's license terms attached hereto as Exhibit C. Maintenance for the Software is provided pursuant to the maintenance terms attached hereto as Exhibit D.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on August 31, 2016.
4. COMPENSATION: County agrees to pay Contractor the amount set forth in Attachment 1.

ATTACHMENT 1

DESCRIPTION	Price
FleetFocus Software (Version 13)	\$19,000.00
System Tune Up	\$18,000.00
Installation	\$ 2,340.00
Training	\$21,680.00
Annual Maintenance 1 st and 2 nd Year	\$ 3,929.00
Annual Maintenance 3 rd Year	\$ 4,046.87

5. PAYMENT TERMS: Contractor will invoice software upon date of execution of this Agreement. Maintenance will be invoiced annually in advance. Services will be billed monthly in arrears for the services rendered and expenses incurred in the prior month. Invoices are due 30 days after the date of the invoice.

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. 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.

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

9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

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. 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.

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

14. 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.

15. 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.

16. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

[sic]18. FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

19. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and

all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

20. LIMITATION OF LIABILITY

Except for Contractor's indemnity obligation for third party claims for personal injury, death, property damage, or infringement, County hereby agrees that Contractor total liability to County for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to Contractor during the previous 12-month period. Except for Contractor's indemnity obligation for third party claims for personal injury, death, property damage, or infringement, in no event shall either Contractor or County be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative. (Exhibits on file in the Minute Clerk's Office)

Jefferson County Commission

W.D. CARRINGTON, PRESIDENT

AssetWorks, Inc.

_____, Authorized Signature

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

Sep-26-2013-736

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Grom Associates, Inc. to provide SAP software extended functional and technical support on an as needed basis for the period September 25, 2013 - September 24, 2014 in the amount of \$350,000.

CONTRACT NO. CON000005570

SAP Functional and Technical Support

THIS AGREEMENT entered into this 31st day of August, 2013, by and between Jefferson County Alabama hereinafter called "the County", and Grom Associates, Inc., hereinafter called the contractor", located at 1 Main Street, Flemington, NJ 08822. The effective date of this agreement shall be September 1, 2013.

WHEREAS, the County desires to contract for SAP Functional and Technical for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Commission RFP 127-13. RFP 137-13 and GROM Associates, Inc. response describes the scope of services called for and is adopted herein by reference. Those two components and this contract constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on August 31, 2014 with the County's option to renew for two (2) additional (1) year periods.
4. COMPENSATION: Rates per Exhibit A, GSA current per diem rates and travels expenses. Compensation not to exceed \$350,000.00

annually.

5. PAYMENT TERMS: Net 30

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. 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.

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

9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, color, sex, national origin, religion, age, disability or veterans status.

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. 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.

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

14. 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.

15. 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.

16. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

17. FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents,

representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

18. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative. (Exhibits on file in the Minute Clerk's Office)

Jefferson County Commission

W.D. CARRINGTON, PRESENT

Grom Associates, In

_____, Authorized Signature

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

Sep-26-2013-737

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Sharon Poston to serve on the North Smithfield/Greenleas Heights Fire District Board of Trustees for a five year term ending February, 2018, be and hereby is approved.

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

Sep-26-2013-738

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson State Community College for Cooper Green Mercy Health Services to provide clinical education for Medical Laboratory Technician students.

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

Sep-26-2013-739

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Rapisan Systems, Inc. to provide safety inspections and preventive maintenance for security x-ray machines throughout the County for the period September 1, 2013 - August 31, 2016 in the amount of \$122,165.60

PROPRIETARY SERVICE AGREEMENT

THIS AGREEMENT entered into this September 3, 2013, by and between Jefferson County Commission, hereinafter called "the

County" and Rapiscan Systems, Inc. (located at 2805 Columbia Street, Torrance, California 90593) hereinafter called "the Contractor."

WHEREAS, the County desires to contract for the maintenance, repair and radiation safety tests of the Rapiscan Systems electronic scanners located at the various building sites as designated in Exhibit A.

WHEREAS, the Contractor desires to furnish said services to the General Services Department.

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

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

SCOPE OF SERVICES: Provide, as specked by Rapiscan Systems' Gold Service Plan CS000949, annual radiation safety surveys, annual preventive maintenance, repair, repair parts and shipping, labor and travel as needed for the equipment designated by Exhibit A.

SCOPE MODIFICATIONS: County reserves the right to modify the equipment covered under this agreement as required to meet the needs of the County. Compensation may be adjusted, increased or decreased, as required based on rate per system.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 3 (three) years beginning September 1, 2013 and expires August 31, 2016.

COMPENSATION: September 1, 2013 year 1= \$39,524.30; September 1, 2014= \$40,710.00; September 1, 2015=\$41,931.30. Total contract amount for 3 years = \$ 122,165.60

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:

Contractor: Rapiscan Systems, Inc.

2805 Columbia Street

Torrance, California 90503

Copy to: Jefferson County General Services

Room 1 Director

716 Richard Arrington Jr. Blvd. North

Birmingham, AL 35203

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

Roxanna Ring, Service Cointract Administrator

Jefferson County, Alabama

W.D. Carrington, President, Commissioner

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

Sep-26-2013-740

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Planned Service Agreement (PSA) Addendum between Jefferson County, Alabama and Johnson Controls, Inc. (JCI) to furnish and install hardware and/or software ("Gateway Device") to enable remote communication county-wide of County equipment for the period August 29, 2013 - September 30, 2015 at no cost to the County.

PSA ADDENDUM

This PSA Addendum is entered into on _____ day of _____, 20- between Johnson Controls, Inc. ("JCI") and Jefferson County Commission ("Customer"). JCI and Customer agree to amend the current Planned Service Agreement dated April 1, 2013 ("PSA"), as follows:

- Provided the Customer's equipment is capable of supporting connected services, Johnson Controls will furnish and install hardware and/or software ("Gateway Device") to enable remote communication by JCI with Customer's equipment. The Gateway Device shall remain property of JCI.
- The following Equipment will be connected under the terms of this agreement: See Attached (List here)

Bham Jail

CH1- York YTG1A1C3-CKJ

Bham Jail

CH2 - York YTG2A1C1-CKJ

Bham Jail

CH3 - York YTG3A1C1-CKJ

Family Court	CH1- York YTC3DIC3-CKG
Family Court	CH2 - York YTC3DIC3-CKG
Bessemer Complex	CH1- York YTG1A3C1-CJH
Bessemer Complex	CH2- York YTG1A3C1-CJH
Bessemer Complex	CH3- York YTG1A1C1-CJJ
Bessemer Complex	CH4-York YKABACQ4-CKF
Bham Courthouse	CH1-York Codepak
Bham Courthouse	CH1 -York Codepak
Domestic Relations	CH1 -York Air Cooled
Domestic Relation	CH2 -York Air Cooled

- The Customer shall allow JCI remote access to the Gateway Device to access, transmit, monitor, store and trend equipment data in order to deliver Services on the connected equipment. JCI will not use the connection to remotely operate or make changes to the connected equipment for any other purpose.
- The Customer and JCI agree to establish a static, firewalled IP connection to allow remote communication to the Johnson Controls ROC server.
- The local JCI service office ("JCI Branch") will evaluate any alarms and, as appropriate, will timely contact the Customer. The customer does (initial here -) OR does not X (initial here-) request after hours notification. The customer understands that should labor be incurred by JCI's technical staff arising out of the alarm after hours, normal agreed upon labor rates shall apply.

If after hours option is selected please provide Customer Name contact number.

Name

Number

- The information obtained by Johnson Controls as a result of connected services shall be used by JCI for informational purposes only and may be used as aggregate data which does not identify customer by name. JCI shall retain all rights to any proprietary improvement, intellectual property, or products developed by JCI arising out of the Testing.
- JCI is not providing any warranty or guarantees related to the connected services.
- Except as expressly stated herein, the terms and conditions included in the PSA shall remain in full force and effect and are not modified.

JCI

CUSTOMER

Name: Tim Mood

Name: W.D. Carrington

Title: Service Account Manager

Title: President

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

Sep-26-2013-741

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a public road formerly known as Kenosha Street, located in Section 28, Township 17S, Range 4W, be and hereby is renamed Rev Jonathan McPherson Sr Street.

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

Sep-26-2013-742

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a part of a public road formerly known as Snowville Brent Road, located in Section 11, Township 16S, Range 5W, be and hereby is renamed Freedom Lane.

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

Sep-26-2013-743

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Claim for Reimbursement between Jefferson County, Alabama and the State of Alabama for reimbursement of expenses by Jefferson County for the required voter file maintenance mailing in the amount of \$1,528.43 - revenue.

CLAIM FOR REIMBURSEMENT
POSTCARD VOTER UPDATE PROCESS

To reimburse Jefferson County for the payment of certain expenses for voter file maintenance incurred during the years 2012-2017, in accordance with 17-4-10, 17-4-30 and 17-4-31, Code of Alabama (1975), as amended.

Eligible expenses: All postage expenses associated with the voter file maintenance process provided for in 17-4-30. One-fourth of the total cost expended in November and December 2008 for the publication of names to be removed from the list of registered voters pursuant to 17-4-10 and 17-4-30.

Reimbursement to be made to the account of Jefferson County Commission.

County's Federal Employer Identification Number (FEIN): 63-6001659

The following expenses have been paid with county funds and qualify for reimbursement pursuant to 17-4-31, Code of Alabama (1975), as amended.

Item	Amount	Date of County Warrant	County Warrant Number
Publication of names to be removed from list of registered voters [Enter 25% of total cost in the "amount" column. Attach printer's bill, receipt for payment and copy of newspapers) advertisement]			
Other Qualifying Postal Service fees (Attach receipt from U.S. Postal Service and explanation of fees)]			
Postage for returned business reply postcards [Attach supporting itemized receipts or other itemized documentation from U.S. Postal Service of actual postage costs. Documentation must show actual expenditures, not deposits!]	\$1,528.43		
Total Due County Commission	\$1,528.43		

Return this form and all necessary documentation to: Ed Packard, Elections Division, PO Box 5616, Montgomery, Alabama 36103-5616

STATE OF ALABAMA
JEFFERSON COUNTY

Before me, a Notary Public, in and for said County, personally appeared the undersigned, W.D. Carrington, Chair of the County Commission of Jefferson County, Alabama, who, being sworn, states that the above account is just, correct and in accordance with 17-4-31, Code of Alabama (1975), as amended.

Sworn to and subscribed before me this 26th day of September of the year 2013.

W. D. Carrington
Chair, County Commission

Notary Public

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

Sep-26-2013-744

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and American Cadastre, LLC (AmCad) to provide software maintenance and update for land information system for FY2013/2014 in the amount of \$180,889.63, FY2014-2015 \$186,316.32 and FY2015/2016 in the amount of \$191,905.81.

AMCAD

JEFFERSON COUNTY AL - AMCAD® SOFTWARE MAINTENANCE & UPDATE AGREEMENT

To implement a Land Information System in the Probate Judge's Office

THIS SOFTWARE MAINTENANCE & UPDATE AGREEMENT is made the day of __, 2013 between AMERICAN CADASTRE, LLC (dba "AMCADS") of 13650 Dulles Technology Drive, STE 400, Herndon, Virginia 20171 hereinafter referred to as "CONTRACTOR," and the CUSTOMER identified below whereby CONTRACTOR is to provide the services specified in this Agreement. This Agreement consists of the cover page(s) and 20 Paragraphs.

NAME OF CUSTOMER: Jefferson County Probate Judge's Office

ADDRESS: 716 Richard Arrington, Jr. Blvd. N
Birmingham, AL 35203

TELEPHONE: 205-325-5203

FACSIMILE: NA

CUSTOMER CONTACTS (Maximum of Two): 1) Jackie Rhodes, Chief Clerk
2) Willie Wright, IT Project Manager

CONTRACTOR shall provide to the CUSTOMER Office software maintenance services, as described herein, for the following products:

SOFTWARE APPLICATIONS: AiLIS (Cashiering, Scanning, Indexing\Verification, Index Rule Enforcement, System Administration, Public Inquiry, eRecording)

DESIGNATED SERVER: NA

MAXIMUM NUMBER OF CONCURRENT USER: Unlimited (for Probate Judge's Offices, Tax Assessor and Board of Equalization)

SOFTWARE UPDATES: Included for the purchased AiLIS® Software Version of the modules licensed and designated above under Software Applications

SOFTWARE MAINTENANCE: Included while under Software Maintenance & Update Agreement

\$ 200.00 per hour outside of the Principal Period of Maintenance

\$ 150.00 per hour within the Principal Period of Maintenance for services related to the items identified in Section 7a, 7b and 7c below.

\$ 175.00 per hour (blended rate) for statutory or other changes not covered by this Agreement and Contract.

\$ 180,889.63 1st year (October 1, 2013 -September 30, 2014)

\$ 186,316.32 2nd year (October 1, 2014 -September 30, 2015)

\$ 191,905.81 3rd year (October 1, 2015 -September 30, 2016)

This Agreement consists of this cover page (the "Cover Page") and the attached terms and conditions 1 through 19 and constitutes the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings written or oral. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR BY LAW, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.

AGREED AND ACCEPTED:

AMCAD®

Jefferson County Commission

BY: Ed Berkowitz

BY: W. D. Carrington

TITLE: EVP & CFO

TITLE: PRESIDENT

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

Sep-26-2013-745

WHEREAS, the Jefferson County Commission has been designated by the Alabama Department of Economic and Community Affairs as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Program Participant #118906 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner

with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with The Monte D’Oro Apartments to make rental payments on behalf of Program Participant #118906 for an amount not to exceed \$4,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Monte D’Oro Apartments for an amount not to exceed Four Thousand and no/100 Dollars (\$4,000.00). This agreement is from Program Year 2012 state funds.

JEFFERSON COUNTY EMERGENCY SOLUTIONS GRANT (ESG)
RENTAL ASSISTANCE AGREEMENT

Agreement between Jefferson County, AL (County) and Monte D'Oro Apartments (Landlord) for tenant based rental and utility assistance for the following program participant:

Program Participant: #118906
Property Address: 2856 Real Cir- Apt E
City, State, Zip: Birmingham, AL 35216
Landlord: Monte D'Oro Apartments.
Address: 2870 Regal Cir
City, State, Zip: Birmingham, AL 35216

Conditions and Terms of this Rental Assistance Agreement (Agreement):

1. This Agreement begins and ends . The agreement terminates and no further assistance under this agreement will be made if (1) the program participant moves out of the housing unit for which the program participant has a lease, (2) the lease terminates and is not renewed; or (3) the program participant becomes ineligible to receive rental assistance. The County will provide written notice to the Landlord of its discontinuance of rental assistance.
2. Monthly rent is \$909. Payment is due on the 1st of the month every month. Payments received after the 5th day of the month will be assessed a late fee of \$90.90 . Please note that late payment fees on current rent cannot be paid with Jefferson County's ESG funds. The County may also make a onetime payment that may be less than, but shall not exceed six (6) months of applicable rent in arrears for past due rent and late fees, due to the Landlord. Rent is payable upon receipt pending approval from Jefferson County Office of Community and Economic Development.
3. The County may also pay for applicable water and sewer utility services on behalf of this client. The County will also make a one-time payment that may be less than, but shall not exceed six (6) months of applicable utility arrears for water and sewer, due to the Landlord.
4. During the term of the Agreement, the landlord must provide the County a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant. 24 CFR 576.106(e).
5. Termination for Convenience - Upon seven days written notice to the Landlord, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, Landlord shall be paid (without duplication of any items): Landlord shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

Please note that this rental assistance agreement does not take the place of the original lease between the program participant and the landlord.

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

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

_____ Sep-26-2013-746

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized to executed Amendment #2 to renew the Agreement between Jefferson County and Deborah Byrd Walker to perform Legal Services through September 30, 2014 in an amount not to exceed \$25,000.00 in support of Jefferson County’s Community

& Economic Development Programs.

AMENDMENT #2 TO CONTRACT

This is Amendment #2 to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and Deborah Byrd Walker, hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by the Community and Economic Development offices. The effective date of this agreement shall be the day of 2013.

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 24, 2012, in Minute Book 162 Page(s) 541-544, is hereby amended as follows:

Item 3. Amend the Terms of the Agreement and Authorization to Perform Work paragraph to add as follows:

The contracted services are being renewed for the period of October 1, 2013 through September 30, 2014 for a contract amount of \$25,000. The effective date for this contract is October 1, 2013.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Deborah Byrd Walker

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

Sep-26-2013-747

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized to executed Amendment #3 to renew the Agreement between Jefferson County and The Parker Law Firm, LLC to perform Legal Services through September 30, 2014 in an amount not to exceed \$25,000.00 in support of Jefferson County's Community & Economic Development Programs.

AMENDMENT #3 TO CONTRACT

This is Amendment #3 to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and The Parker Law Firm, LLC, hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by the Community and Economic Development offices. The effective date of this agreement shall be the 1st day of October, 2013.

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 June 14, 2011, in Minute Book 161 Page(s) 584-588, is hereby amended as follows:

Item 3. Amend the Terms of the Agreement and Authorization to Perform Work paragraph to add as follows:

The contracted services are being renewed for the period of October 1, 2013 through September 30, 2014 for a contract amount of \$25,000. The effective date for this contract is October 1, 2013. This contract may not be renewed.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Lorrie Maples Parker

The Parker Law Firm, LLC

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

Sep-26-2013-748

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification Number 1 to Agreement No. 3-4-30-01-20 with Construction Education Foundation of Alabama. The modification shift funds between line items and adds outreach activities. All other terms and conditions of the original agreement remain the same.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Jefferson County Commission, hereinafter called "the County", and Construction Education Foundation of Alabama, hereinafter called "the Contractor" for grant allocation PY13/FY14. The effective date of this agreement shall be July 1, 2013.

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 July 25, 2013, in Minute Book 165, Page 230, is hereby amended as follows:

The purpose of this Modification is to move funds between budget line items and to add Outreach activities that were not available in the original agreement. There are no additional funds requested.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Byron W. McCain

Construction Education Foundation of Al.

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

Sep-27-2013-749

BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign a Cooperation Agreement between Jefferson County, Alabama and Bessemer Utilities. Bessemer Utilities will install water lines in the form of in-kind services for the City of Brighton. The agreement is for the period of September 12, 2013 to February 28, 2014. No funding is involved.

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

Sep-26-2013-750

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this amendment to the agreement between Jefferson County, Alabama and Coston General Contractors, Inc., for the Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP). The amendment is to extend the time of the contract 56 calendar days. The new completion date shall be August 30, 2013. There is no cost associated with the amendment. All other terms and conditions shall remain the same. This project is from the 2009 program year.

AMENDMENT #3 TO CONTRACT

This is Amendment #3 to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and Coston General Contractors, Inc., hereinafter called "the Contractor" for grant allocation PY09/FY13.. The effective date of this agreement shall be June 26, 2013.

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 June 26, 2012, in Minute Book 163 Page(s) 296, is hereby amended as follows:

The purpose of this Amendment is to increase the construction time 56 additional days for the Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP). The purpose of the time extension is to have the work associated with Change Order #2 completed. There is no additional cost associated with this modification. The new completion date shall be August 30, 2013.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

_____, President

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 220' of buried cable on Rock Creek Road near Birmingham Road.
2. AT&T Corporation to install 2,375' of buried cable on Johns Road near Adger Cemetery to Adger Post Office.
3. AT&T Corporation to install 3,698' of cable at 10491 Taylors Ferry Road in Birminghamport.
4. AT&T Corporation to install 1,179' of buried and aerial cable on Green Valley Road at Asbury Road in Cahaba Heights.

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

Sep-26-2013-751

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Lakeshore Drive in the Coleman Lakes Subdivision, McAdory area, approximately one hundred feet west of the Serene Ridge Drive intersection in order to remove and replace a terra cotta storm drain culvert beginning Saturday, October 12, 2013 and is expected to be complete and the road reopened by Monday, October 14, 2013.

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

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

Sep-26-2013-752

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and ClasTran to add an additional \$3,386 to pay for transportation services in excess of expected quarterly amounts for the period October 1, 2012 - June 30, 2013.

CONTRACT ID: CON-00004517

CONTRACT AMENDMENT # 1

This is an Amendment to the Contract by and between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and ClasTran, hereinafter referred to as the "Agency". The Contract is being amended to add an additional amount of \$3,386.00 to pay for services rendered through June 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The contract between the parties that was approved by the Jefferson County Commission on November 14, 2017 at M.D. 164, Pg. 128-130, is hereby amended as follows:

PAYMENT: An additional payment of \$3,386.06 for trips in excess of expected quarterly amount paid for the period of October 1, 2012 through June 30, 2013, A final reconciliation at the end of the contract term, (September 30, 2013) to occur as per Paragraph 2 Compensation. All other terms and agreement of the original contract will remain the same.

CONTRACTOR

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

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

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

Sep-26-2013-753

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Citigroup Global Markets, Inc. to provide investment banking services.

AGREEMENT FOR INVESTMENT BANKING SERVICES

Dated as of August 20, 2013

Jefferson County, Alabama

716 Richard Arrington Jr Blvd North

Birmingham, AL 35203

Attention: David Carrington, Commission President

Ladies and Gentlemen:

Overview

Citigroup Global Markets Inc. ("Citi") is pleased to confirm our appointment by Jefferson County, Alabama (the "County") to serve as senior managing underwriter in a syndicate approved by the County Commission and as set forth in the Warrant Purchase Agreement in the proposed offering by the County of its Sewer Revenue Refunding Warrants (the "Warrants") in an aggregate principal amount of approximately \$1,900,000,000 (the "Offering") on the terms and conditions set forth herein. The Offering will be a public offering subject to SEC Rule 15c2-12.

As used herein, "Citi" shall mean Citigroup Global Markets Inc. and/or any affiliate thereof, as we determine appropriate to perform the services described herein.

Scope of Services

As senior managing underwriter of the Warrants, Citi will provide the following services:

Pre-Sale Services

- Work with the County and its Financial Advisor to develop and maintain an appropriate financing timetable.
- Work with Bond Counsel, Disclosure Counsel and the County's Financial Advisor to prepare all documents and assist in the preparation and review of the preliminary and final official statements.
- Develop and present a tailored marketing plan, taking into account general economic data and forecasts, municipal market trends, competing issues in the market, and investor purchasing patterns.
- Attend meetings of the Commission and other relevant public meetings.

Marketing and Distribution

- Develop a comprehensive pre-sale marketing and distribution program.
- Coordinate national and international pre-sale marketing presentation and investor meetings.
- Develop and present to the Commission for its approval a preliminary pricing scale for the Warrants.
- Upon approval, establish an order period and release the Warrants for offering to the market.
- Price and underwrite the County's Warrants on a firm commitment basis.
- Commit capital on behalf of the County to ensure a successful and orderly distribution and sale of securities or to place into inventory any unsold balance of Warrants.

Post-Sale Services

- Coordinate the final distribution and allocation of Warrants.
- Prepare a final Warrant pricing report and a summary of financial results.
- Obtain CUSIP numbers for the Warrants, arrange for DTC registration or book-entry,
- Assist with the preparation and review of all closing documentation with Bond Counsel and Disclosure Counsel.
- Assist with the Warrants closing, including preparation of closing instructions and flow of funds.

Fees

Our underwriting discount will be negotiated prior to entry into the Warrant Purchase Agreement and shall cover our reasonable out-of-pocket expenses (including fees of our legal counsel). Payment of such underwriting discount and the expenses covered thereby shall be contingent on the closing of the Warrants and shall be deducted from the proceeds of the sale of the Warrants.

Expenses

Except as may otherwise be agreed to in the Warrant Purchase Agreement, the County shall pay for or otherwise reimburse Citi for all direct expenses of the County relating to the Offering, including, without limitation, fees and expenses (including fees and expenses of Bond Counsel and Disclosure Counsel to the County); fees and expenses relating to blue sky or NASD matters; printing costs; and rating agency fees. Expenses incurred by Citi on behalf of the County, its Commissioners and employees incidental to rating agency presentation meetings, marketing and distribution of the Warrants and implementation of the Warrant Purchase Agreement, including expenses related to travel (including airfare, hotels and meals) shall be reimbursed to Citi either as part of the negotiated underwriting discount or otherwise as provided in the Warrant Purchase Agreement.

Conditions

This letter agreement is not a commitment, express or implied, on the part of Citi to underwrite or purchase the Warrants or to commit any capital, nor does it obligate us to enter into the Warrant Purchase Agreement. Citi's participation in any Offering will be subject to, among other things, (i) satisfactory completion of all documents for the Offering (including a disclosure document and a Warrant Purchase Agreement); (ii) satisfactory completion of a customary due diligence review; (iii) in our determination, the absence of any material adverse change in the financial markets, in the United States or in the financial condition, operations or prospects of the County; (iv) receipt of all required governmental and other approvals and appropriate legal opinions, including a IOB-5 disclosure opinion from counsel acceptable to Citi; and (v) approval of our internal commitment committee.

Governing Law

This letter agreement is governed by the laws of the State of Alabama, without regard to conflicts of law principles. The County and Citi agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of either party with respect to any matter whatsoever relating to or arising out of any actual or proposed transaction or the engagement of or performance by Citi hereunder.

Termination

Upon written notice, this letter agreement may be terminated by Citi at any time. The "Expenses" and "Governing Law" provisions contained herein shall survive any termination of this letter agreement.

Other

This letter agreement contains the entire agreement between us and supersedes all prior understandings, whether written or oral. This letter agreement may be executed in counterparts. This letter agreement may not be amended except in writing signed by all parties hereto.

The County may not assign or delegate any of its rights or obligations hereunder without our prior written consent.

We look forward to working with you on this important transaction. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Sincerely,

CITIGROUP GLOBAL MARKETS INC.

David M. Brownstein, Managing Director

Accepted and agreed to:

JEFFERSON COUNTY, ALABAMA

David Carrington, Commission President

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

Thereupon the Commission Meeting was adjourned.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, October 10, 2013.

President

ATTEST

Minute Clerk