

STATE OF ALABAMA)

JEFFERSON COUNTY) January 31, 2014

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of January 9, 2014, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on January 28, 2014, and approved the following items to be placed on the January 31, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 9 and one additional item.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 15.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 14, excluding Item 4.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 11, excluding Item 1-C, 8, 10 and 11.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 43, excluding Item 36.

A Public Hearing was held to receive comments on the request by C & H Mining Company, Inc. for vacation of right of way of Elbo Porter Road, a/k/a Porter Road and Forrester Road lying between Short Creek Road and Shady Grove Road. There being no comments, the Commission took the following action.

Jan-31-2014-29

WHEREAS, C. & H. Mining Company, Inc. and Alawest AL, L.L.C. and Freshwater Land Trust and Boonie Investments, L.L.C. and Palos, L.L.C. and Ben F. and Joy S. Black is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Elbo Porter Road (a/k/a Porter Road) and Forrester Road Vacation:

Commence in the NW ¼ of the SE ¼ of Section 34, Township 16 South, Range 5 West, Jefferson County, Alabama, at a point lying 40 feet southeasterly and perpendicular to the currently existing centerline of Short Creek Road for the point of beginning of the prescriptive right-of-way of Elbo Porter Road to be vacated; thence run southeasterly along the centerline of Elbo Porter Road thru said ¼-¼ section; thence southeasterly and easterly along said centerline thru the SW ¼ of the SE ¼ of said Section; thence easterly, southeasterly, and southerly along said centerline thru the SE ¼ of the SE ¼ of said Section; thence southerly and southeasterly along said centerline thru the NE ¼ of the NE ¼ of Section 3, Township 17 South, Range 5 West; thence southeasterly, southerly and southwesterly along said centerline thru the NW ¼ of the NW ¼ of Section 2, Township 17 South, Range 5 West; thence southwesterly along said centerline thru the NE ¼ of the NE ¼ of said Section 3; thence southwesterly, southerly and southeasterly along said centerline thru the SE ¼ of the NE ¼ of said Section 3; thence southeasterly along said centerline thru the SW ¼ of the NW ¼ of said Section 2; thence southeasterly, southerly and southwesterly along said centerline thru the NW ¼ of the SW ¼ of said Section 2; thence southwesterly, southerly and southeasterly along said centerline thru the SW ¼ of the SW ¼ of said Section 2; thence southeasterly along said centerline thru the SE ¼ of the SW ¼ of said Section 2; thence southeasterly, southerly and southwesterly along said centerline thru the NE ¼ of the NW ¼ of Section 11, Township 17 South, Range 5 West; thence southwesterly, southerly and southeasterly along said centerline thru the SE ¼ of the NW ¼ of said Section 11; thence southeasterly and easterly along said centerline thru the NW ¼ of the SE ¼ of said Section 11; thence easterly and southeasterly along said centerline thru the NE ¼ of the SE ¼ of said Section 11; thence southeasterly along said centerline thru the SE ¼ of the SE ¼ of said Section 11; thence southeasterly along said centerline thru the SW ¼ of the SW ¼ of Section 12, Township 17 South, Range 5 West to the Sylvan Springs

corporate limit and the end of said right-of-way.

Also that part of the prescriptive right-of-way of Elbo Porter Road in the NW ¼ of the NE ¼ of Section 24, Township 17 South, Range 5 West, Jefferson County, Alabama, lying between the corporate limits of Sylvan Springs and Maytown.

Also the right-of-way of Elbo Porter Road conveyed to Jefferson County by Deed Volume 1710 page 150 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the NE corner of the SE ¼ of the NE ¼ of Section 3 Township 17 South Range 5 West, Jefferson County, Alabama and run westerly along the North line of said ¼ - ¼ section a distance of 545.7 feet; thence turn left an angle of 102°59' and run southeasterly a distance of 448.4 feet to the point of beginning of a 50 foot wide right-of-way lying 25 feet each side of, parallel to and abutting the following described line; thence continue along the last described course a distance of 227.2 feet to the point of beginning of a 14° curve to the left having a central angle of 28°40'; thence run southeasterly along the arc of said curve a distance of 205.26 feet to the end of said curve; thence run southeasterly along the extended tangent of said curve a distance of 174.8 feet to the point of beginning of a 35° curve to the left having a central angle of 65°46'; thence run easterly along the arc of said curve a distance of 190.84 feet to the end of said curve; thence run easterly along the extended tangent of said curve a distance of 12.3 feet to the point of beginning of a 40° curve to the right, having a central angle of 10°34'; thence run easterly along the arc of said curve a distance of 26.99 feet to the end of said curve and the end of said right-of-way.

Also the right-of-way of Elbo Porter Road conveyed to Jefferson County by Deed 2491 page 147 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

A right-of-way located in the NE ¼ of the SE ¼ and the SE ¼ of the SE ¼ both in Section 11, Township 17 South, Range 5 West in Jefferson County, Alabama and being of the width of 50 feet being 25 feet on each side of the following described centerline:

Commence at the Southeast corner of SE ¼ of SE ¼ in said Section 11, Township 17 South, Range 5 West and run North along the section line for a distance of 535.2 feet to the center of the old road; thence with an angle of 41° 30' to the left for a distance of 130.3 feet; thence with an angle of 31° 0' to the right for a distance of 210.9 feet; thence with an angle of 31° 12' to the left for a distance of 228 feet; thence with an angle of 15° 0' to the right for a distance of 63 feet to a point which point is the beginning of the center line of the right of way to be herein granted; thence, from said point of beginning, with a 22° curve to the left a distance of 143.6 feet; thence with a line tangent to said curve and crossing the North line of said SE ¼ of SE ¼, a distance of 491.9 feet to the point of beginning of a 10° curve to the right; thence with said 10° curve a distance of 201.3 feet to a point in said old road which is the end of the center line of said right of way herein granted.

Also all the prescriptive right-of-way of Forrester Road, said right-of-way lying in the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼, all being in Section 2, Township 17 South Range 5 West, Jefferson County, Alabama.

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

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, C. & H. Mining Company, Inc. and Alawest AL, L.L.C. and Freshwater Land Trust and Boonie Investments, L.L.C. and Palos, L.L.C. and Ben F. and Joy S. Black tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

Jan-31-2014-30

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commissioner Joe Knight be appointed to the Board of the Greater Birmingham Convention and Visitors Bureau in place of Commissioner David Carrington.

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

Jan-31-2014-31

WHEREAS, Jefferson County Commission, through the Human Resources Department, desires to amend the contract for Temporary Staffing Services with AMT Medical Staffing, and

WHEREAS, the agreed cost is not to exceed \$200,000.00 for the period of January 17, 2014 through January 16, 2015. Human Resources does not maintain a budget for this contract. The contract is used on an as-needed basis and paid by the utilizing department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be authorized to execute the Temporary Staffing Services with AMT Medical Staffing.

Contract Amendment No. 1

This amendment to Contract to be effective on the 1st day of January, 2014, between Jefferson County, Alabama, hereinafter called "the County" and AMT Medical Staffing hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 17th day of January, 2013 and recorded in Minute Book 164 Pages 272 - 275 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended from January 17, 2014 through January 16, 2015 and the contract amount is not to exceed \$200,000.00.

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

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

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

AMT Medical Staffing

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

Jan-31-2014-32

WHEREAS, Jefferson County Commission, through the Human Resources Department, desires to amend the contract for Temporary Staffing Services with ATC Healthcare Services, and

WHEREAS, the agreed cost is not to exceed \$200,000.00 for the period of January 17, 2014 through January 16, 2015. Human Resources does not maintain a budget for this contract. The contract is used on an as-needed basis and paid by the utilizing department.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Commission President be authorized to execute the Temporary Staffing Services with ATC Healthcare Services.

Contract Amendment No. 1

This amendment to Contract to be effective on the 1st day of January, 2014, between Jefferson County, Alabama, hereinafter called "the County" and ATC Healthcare Services hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 17th day of January, 2013 and recorded in Minute Book 164 Pages 272 - 275 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended from January 17, 2014 through January 16,

2015 and the contract amount is not to exceed \$200,000.00.

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

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

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

David Savitsky, Chief Executive Officer

ATC Healthcare Services, Inc.

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

Jan-31-2014-33

WHEREAS, Administrative Order No. 90-3, page 3 states " ...the Risk Manager shall be responsible for ensuring that periodic professional actuarial studies are performed to evaluate self-insured retention at least every two years"; and

WHEREAS, the County's last actuarial study was conducted for Fiscal Year 2012 which ended on September 30, 2012 and the next actuarial study is due for Fiscal Year 2014 which ends on September 30, 2014; and

WHEREAS, the County's actuarial analysis services contract with Glicksman Consulting will terminate on January 16, 2014 and the contract has a renewable provision that allows the County to extend the Contract one additional year; and

WHEREAS, the Human Resources Department desires to extend the Contract for the period from January 17, 2014 through January 16, 2015 at the original contract's maximum charge not to exceed \$3,250.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Commission President be authorized to execute this renewal of the actuarial services contract with Glicksman Consulting, for the period of January 17, 2014 through January 16, 2015, in an amount not to exceed \$3,250.00.

AMENDMENT TO CONTRACT NO.1

This Amendment to Contract entered into this 2nd day of January, 2014, by and between Jefferson County, Alabama, through the Human Resources Department (hereinafter referred to as the "Jefferson County Commission") and Glicksman Consulting (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 entered into on the 17th day of January, 2013, for Contractor to provide actuarial analysis services, which was approved by the Jefferson County Commission and recorded in Minute Book 164, Pages 373-375 on February 14, 2013, is hereby amended as follows:

Item 3: Amend the Terms of Agreement and Authorization to Perform Work paragraph to renew the terms of the agreement for an additional one year period as follows: This Contract will be effective January 17, 2014 and end January 16, 2015.

All other terms and conditions of said contract remains as written.

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

CONTRACTOR:

Steven Glicksman, President

Glicksman Consulting

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

Jan-31-2014-34

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

Malinda Stubbs Parker, Tax Collector was granted a military leave of absence from October 2, 103 to January 2, 2014, and the amount of pension contributions due Malinda Stubbs Parker is \$792.64 plus the County matching contributions of \$792.64 for a total of \$1,585.28.

Voncile Parsons, Environmental Services was granted a military leave of absence from February 9, 2013 to November 2, 2103, and the amount of pension contributions due Voncile Parsons is \$1,769.72 plus the County matching contributions of \$1,769.72 for a total of \$3,539.44.

Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from February 7, 2013 to September 29, 2013, and the amount of pension contributions due Geoffrey L. Parker is \$1,919.81 plus the County matching contributions of \$1,919.81 for a total of \$3,839.62.

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

Jan-31-2014-35

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

Agreement with TekLinks, Inc. to install, mount and configure equipment and software associated with the Board's wireless network and to provide a block of 75 hours support services for all hardware for the period January 1, 2014 - December 31, 2016 in the amount of \$26,625.

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

Jan-31-2014-36

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the wrongful death claim of Alvin Kay, Sr. is hereby denied.

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

Jan-31-2014-37

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Thad Childers in the amount of Three Hundred Forty Eight and 64/100 (\$348.64) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Thad Childers in the amount of \$348.64 and forward it to the County Attorney for disbursement.

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

Jan-31-2014-38

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Robert A Schaffeld, III, in the

amount of Ten Thousand Six Hundred Seventy and 07/100 (\$10,670.07) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Robert A. Schaffeld, III, in the amount of \$10,670.07 and forward it to the County Attorney for disbursement.

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

Jan-31-2014-39

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Richard Healy in the amount of Thirteen Thousand Three Hundred Thirty Eight and 57/100 (\$13,338.57) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Richard Healy in the amount of \$13,338.57 and forward it to the County Attorney for disbursement.

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

Jan-31-2014-40

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Latonya Horton in the amount of One Thousand Seven Hundred Eighty Seven and 61/100 (\$1,787.61) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Latonya Horton in the amount of \$1,787.61 and forward it to the County Attorney for disbursement.

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

Jan-31-2014-41

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Kareem Hubbard in the amount of Three Thousand Two Hundred Twenty Two and 00/100 (\$3,222.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Kareem Hubbard in the amount of \$3,222.00 and forward it to the County Attorney for disbursement.

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

Jan-3012014-42

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of State Farm Insurance Company on behalf of Shelia Smith in the amount of Six Thousand Three Hundred Twenty Eight and 60/100 (\$6,328.60) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to State Farm Insurance Company in the amount of \$6,328.60 and forward it to the County Attorney for disbursement.

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

Jan-31-2014-43

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Brian Gamble be appointed to serve on the McAdory Area Fire Board to fill the expired term of Brenda Beane ending December 31, 2018, be and is hereby approved.

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

Jan-3012014-44

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION AUTHORIZING
DISBURSEMENT OF THE LIMITED OBLIGATION SCHOOL WARRANT GRANT FUND

WHEREAS, Jefferson County (the "County") has previously issued its Limited Obligation School Warrants, Series 2004-A, 2005-A and 2005-B (the "Education Warrants") for the purpose of providing grants to fund capital improvements or debt retirement for the benefit of the various boards of education located in the County (the "Recipients"); and

WHEREAS, approximately \$21,310,750 remains on deposit in the "Grant Fund" created under the Trust Indenture dated as of December 1, 2004 (as supplemented and amended, the "Trust Indenture") between the County and U.S. Bank, as successor Trustee (the "Trustee"); and

WHEREAS, the County has previously entered into individual grant agreements with the Recipients (each a "Grant Agreement") whereby each Recipient agreed upon the terms and limitations related to disbursements from the Grant Fund; and

WHEREAS, the Jefferson County Commission has determined that it is appropriate and in the public interest to transfer the balance of the Grant Fund to the Recipients for capital improvement or debt retirement purposes.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION as follows:

1. The balance on deposit in the Grant Fund shall be paid out as grants to the following Recipients in the respective percentages established at the time of issuance of the Education Warrants:

<u>Recipient</u>	<u>Grant Percentage</u>
Bessemer Board of Education	3.939270%
Birmingham Board of Education	33.090440%
Fairfield Board of Education	2.185950%
Homewood Board of Education	3.155720%
Hoover Board of Education	7.839110%
Jefferson County Board of Education	937.008360%
Leeds Board of Education	1.247950%
Midfield Board of Education	1.128750%
Mountain Brook Board of Education	4.059050%
Tarrant Board of Education	1.296320%
Vestavia Hills Board of Education	<u>5.049080%</u>
	100.00000%

2. For purposes of the Trust Indenture, the President of the Commission, the County Manager and the Chief Financial Officer are hereby appointed and confirmed as "Authorized County Representatives". Subject to receipt of the items described in paragraph 3 below, the Authorized County Representatives, or any of them, are hereby authorized and directed to submit one or more requisitions to the Trustee in compliance with the provisions of the Trust Indenture requesting the transfer of the balance on deposit in the Grant Fund to the Recipients in the relative percentages shown above. Any grant that is expected to be used wholly or in part by any Recipient for the retirement of debt shall be subject to further approval on behalf of the County by an Authorized County Representative in consultation with counsel to assure compliance with federal income tax laws and regulations.

3. Prior to any transfer to a Recipient as authorized above, such Recipient shall provide to the County (i) a written ratification and confirmation of the Grant Agreement previously entered into between the County and the Recipient in connection with the Education Warrants, (ii) an accounting for the expenditure of all prior grants made by the County to the Recipient from the proceeds of the Education Warrants, (iii) a list of capital expenditures to be made from the Recipient's share of the grants authorized by this resolution and (iv) such other information required under the Grant Agreement or as the County may request.

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

Stephens, Brown, Bowman, Carrington and Knight.

Jan-31-2014-45

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

DISPOSALS

Revenue

14000003504	Savin Copier	Landfill
14000003506	Savin Copier	Landfill
14000003508	Savin Copier	Landfill
14000003509	Savin Copier	Landfill

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

1/31/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBING AND GAS FITTERS RENEWAL	GEN SVCS: ADMIN	60.00	1900074742
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER OFFICE MINI BLIND	CORONER/MEDICAL EXAM	29.97	1900074838
*DISTRICT 1					89.97	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FOOD FOR MEETING	ECON DEV WRKFORCE INVEST	42.06	1900074170
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SD CARDS, POSTAGE, ACCIDENT REPORT, CABLE SPLITTER	R&T: HIGHWAY ENG & CONST	51.03	1900074569
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:TAPE MEASURE/FLASH LIGHT (HSNG INSPECT)	COMMUNITY DEVELOPMENT	54.93	1900074809
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PIPE, PHONE CORDS, MAP BOOKS - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	105.92	1900074849
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES	COMMUNITY DEV	60.00	1900074729
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WHEELCHAIR RAMP TILES - CAMP KETONA	R&T: TRAFFIC ENGINEERING	190.00	1900074740
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TILE FOR TRAILER, HERBICIDE LICENSE RENEWAL FEE	R&T: HIWAY MAINT-KETONA	185.00	1900074807
DISTRICT 2	1020107	ECON DEV ADMIN	EDA RLF INTEREST SEQUEST FD GRANT#04-39-03391.02	ECON DEV LN COUNTY	182.21	1900074744
*DISTRICT 2					871.15	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HOSE FOR PRESSURE WASHER FOR JAIL	SHER CORRECT-BHAM	54.00	1900073838
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SMALL OFFICE EQUIPMENT REPLACEMENTS	SHERIFF ENFORCE-BHAM	37.98	1900074398
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LILAC PAPER FOR DOMESTIC VIOLENCE FORMS	SHER CORRECT-BHAM	43.46	1900074399
DISTRICT 3	1000193	JEFFERSON CO TREASURER	32 GB SD CARD	SHERIFF ENFORCE-BHAM	17.97	1900074829
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES	TAX COLLECTOR-BHAM	46.99	1900074850
DISTRICT 3	1000193	JEFFERSON CO TREASURER	INSTALLATION/REPAIR OF VEHICLE EQUIPMENT-HEX NUTS	SHERIFF ENFORCE-BHAM	95.94	1900074795
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GAS REIMBURSEMENT. STATION WASNT FUELMAN APPROVED	SHERIFF ENFORCE-BHAM	67.08	1900074835
DISTRICT 3	1000734	REAL ESTATE RESEARCH	2014 RERC REAL ESTAE REPORT	BD OF EQUAL - BHAM STATE	500.00	1900074793
DISTRICT 3	1028404	ROBERT G. WATTS	REALTY RATES 2014	BD OF EQUAL - BHAM STATE	198.00	1900074794
*DISTRICT 3					1,061.42	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE, BATTIERES & CHARGER, GAS CAN	EMA	463.18	1900074821
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPP SVCS	117.63	1900074731
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	142.49	1900074808
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	48.30	1900074733
*DISTRICT 4					771.60	
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2014 BBA DUES - THEODORE A. LAWSON, II	COUNTY ATTORNEY	175.00	1900074804
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2014 BBA DUES - SHAWNNA HAAS SMITH	COUNTY ATTORNEY	100.00	1900074806
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2014 BBA DUES - CAROL SUE NELSON	COUNTY ATTORNEY	175.00	1900074803
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2014 BBA DUES - FRENCH A. MCMILLAN	COUNTY ATTORNEY	175.00	1900074805
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ASCE MEMBERSHIP RENEWAL-CEDRIC HAYDEN	ES: SANITATION ADMIN	240.00	1900074864
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE AND FITTING TO REPAIR WATER LEAKS AT AL SEIER	ES: CAHABA RIVER WWTP	273.59	1900074855
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OPERATOR CERTIFICATION EXAM FEE	ES: VILLAGE CREEK WWTP	270.00	1900074656
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COVERALLS AND GLOVES	ES: VILLAGE CREEK WWTP	426.49	1900074651
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTING TO REPAIR WATER LEAK	ES: CAHABA RIVER WWTP	14.92	1900074831
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS TO REPAIR WATER LEAKS AT AL SEIER	ES: CAHABA RIVER WWTP	13.37	1900074856
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRESSURE GAUGE;RECOIL-AIRLINE;	ES: FIVE MILE CREEK WWTP	189.30	1900074858
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRAIN HEATER, THERMOSTAT, WAVE SPRING, MACHINING	ES: VILLAGE MAINT SHOP	629.52	1900074817
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ENGINEER & LAND SURVEYOR LICENSE-CEDRIC HAYDEN	ES: SANITATION ADMIN	45.00	1900074738
DISTRICT 5	1000193	JEFFERSON CO TREASURER	METER HANGING KIT;	ES: VILLAGE ELEC SHOP	284.00	1900074819
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASTEWATER GRADE IV EXAM FEE	ES: VILLAGE CREEK WWTP	270.00	1900074792
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR EPA DOCUMENTS, LICENSE RENEWAL	ES: SANITATION ADMIN	78.48	1900074730
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COVERALLS, HAND WIPES, PUMICE CLEANER, GLOVES	ES: VILLAGE CREEK WWTP	921.01	1900074797
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-WHAT EVERY LAWYER SHOULD KNOW/ADA WORKPLACE	COUNTY ATTORNEY	70.00	1900074800
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;FLINTS;DRILL BITS;FUSES;CABLE;KEYS;	ES: VILLAGE ELEC SHOP	466.02	1900074818
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RETAIN RING,BEARINGS,DRIVE SHAFT RPR,FUSE	ES: PKAGE WWTP & PUMP STA	366.39	1900074741
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPRAYER, CDL, KEYS, DISH DET, OIL	ES: ADMIN LINE MAINT	84.98	1900074790
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOILET VALVE, STRAINER, CAP GASKET, SPRING KEEPER,	ES: SHADES LINE MAINT	344.74	1900074791
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BEARINGS & SEALS	ES: FIVE MILE MAINT SHOP	329.63	1900074825
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE FOR R.KING & W.PEOPLES CALLED IN FOR REPAR	ES: FIVE MILE CREEK WWTP	32.40	1900074826
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-ALABAMA NOT TO COMPETE COVENANTS	COUNTY ATTORNEY	35.00	1900074827
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE;HEATER;BEARINGS;WATER;	ES: FIVE MILE CREEK WWTP	442.44	1900074828
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SLINGS;CAPS;O-RINGS;	ES: FIVE MILE MAINT SHOP	218.67	1900074824
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WRENCHES, TAP-CON,DRILL,FITTING RETAINING COMPOUND	ES: VILLAGE MAINT SHOP	481.39	1900074732
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL;CARTRIDGE;POSTAGE;CONCRETE;SILICONE;COUPL;BATT	ES: FIVE MILE CREEK WWTP	171.56	1900074770
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPAIR PARTS TO FIX MULTIPLE WATER LEAKS	ES: CAHABA RIVER WWTP	158.39	1900074830
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS TO REAPIR WATER LEAKS	ES: CAHABA RIVER WWTP	34.12	1900074832
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPAIR PARTS FOR HEATER AT EFF SAMPLE BLDG	ES: CAHABA RIVER WWTP	66.26	1900074833
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS FOR SEAL WATER SYSTEM	ES: CAHABA RIVER WWTP	8.87	1900074834
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-OBAMACARE & HOW TO TALK TO DOCTORS	COUNTY ATTORNEY	60.00	1900074912
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GAS;GRINDER;OIL-FREE;INK CARTRIDGE;BALL VALVE;	ES: FIVE MILE CREEK WWTP	362.56	1900074857

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

Jan-31-2014-46

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 12/31/13 - 1/6/14

1. ENVIRONMENTAL SERVICES, TV INSPECTION FROM ATLAS INSPECTION TECHNOLOGIES, LLC, CLINTON, LA TO AWARD BID FOR TWO (2) ARIES TR3101 CAMERA TRACTOR KITS ON AS NEEDED BASIS FOR 1/3/14 - 1/2/15.
REFERENCE BID # 28-14
2. ACKNOWLEDGED FOR SHERIFF'S OFFICE FROM SHEALY HOLT, BIRMINGHAM, AL CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMPLOYEE EXAMS FOR THE PERIOD 12/1/3 - 11/30/14.
SAP PURCHASE ORDER # 2000076488 CHANGE ORDER \$3,000 PURCHASE ORDER \$5,500 TOTAL
3. INFORMATION TECHNOLOGY FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTER SERVICES ON AS NEEDED BASIS FOR THE PERIOD 10/1/13 - 9/30/14. SAP PURCHASE ORDER # 2000077072 CHANGE ORDER \$4,500
PURCHASE ORDER \$9,499 TOTAL

For Week of 1/07/14 - 1/13/14

1. ROADS AND TRANSPORTATION FROM ALLCOMM WIRELESS, BIRMINGHAM, AL, TO PURCHASE MISCELLANEOUS HARDWARE (QWERTY KEYPAD, SYMBOL CORDLESS SCANNER, CHARGE AND USB CABLE) (QUOTE # Q-EBA990).
SHOPPING CART # 1000208146 AND # 1000208151 \$9,542.60 TOTAL

For Week of 1/14/14 - 1/20/14

1. ENVIRONMENTAL SERVICES AND HUMAN RESOURCES RISK MANAGEMENT FROM DEC FIRE AND WATER RESTORATION, BIRMINGHAM, AL, FOR BID AWARD TO PROVIDE EMERGENCY CLEAN UP SERVICES ON AN "AS NEEDED BASIS" PER DEPARTMENT REQUEST FOR THE PERIOD OF 10/01/13 - 9/30/2016. REFERENCE BID # 154-12
2. ENVIRONMENTAL SERVICES AND HUMAN RESOURCES RISK MANAGEMENT FROM BWW INCORPORATED, D/B/A SERVPRO BIRMINGHAM, BIRMINGHAM, AL, FOR BID AWARD TO PROVIDE EMERGENCY CLEAN UP SERVICES ON AN "AS NEEDED BASIS" PER DEPARTMENT REQUEST FOR THE PERIOD OF 10/01/13 - 9/30/16. REFERENCE BID # 154-12
3. COOPER GREEN MERCY HEALTH CENTER: LABORATORY FROM LABORATORY CORPORATION, BURLINGTON, NC, FOR BID AWARD FOR LABORATORY TESTS, GENERAL REFERRAL FOR THE PERIOD OF 1/30/14 - 9/30/14.
REFERENCE BID # 22-14
4. VARIOUS JEFFERSON COUNTY LOCATIONS AND PACA MEMBERS FROM DIXIE STORE FIXTURES & SALES, BIRMINGHAM, AL, FOR BID AWARD FOR KITCHEN EQUIPMENT ON AN "AS NEEDED BASIS" FOR THE PERIOD OF 1/30/14 - 1/29/15. REFERENCE BID # 30-14
5. REVENUE DEPARTMENT FROM NCP SOLUTIONS, BIRMINGHAM, AL, TO AWARD BID FOR PRINTING/MAILING JEFFERSON COUNTY TAX COUPON BOOKLETS FOR THE PERIOD OF 2/01/14 - 1/31/15. REFERENCE BID # 36-14
6. VARIOUS JEFFERSON COUNTY LOCATIONS AND PACA MEMBERS FROM SYSCO CENTRAL ALABAMA, CALERA, AL, FOR BID AWARD FOR MISCELLANEOUS GROCERIES ON AN "AS NEEDED BASIS" FOR THE PERIOD OF 1/30/14 - 1/29/15. REFERENCE BID # 54-13
7. ACKNOWLEDGMENT FOR THE SHERIFF'S DEPARTMENT FROM MCCAULEB TIMMONS AGENCY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR DEPUTY FIDELITY BONDS
SAP PURCHASE ORDER # 2000076465 CHANGE ORDER \$4,000.00 PURCHASE ORDER \$8,500.00 TOTAL

Addendum No. 1

1. GENERAL SERVICES: BESSEMER FROM DIXIE STORE FIXTURES & SALES, BIRMINGHAM, AL TO PURCHASE KITCHEN EQUIPMENT FOR BESSEMER JAIL. SAP PURCHASE ORDER # 2000077502 \$49,027.00 TOTAL
REFERENCE BID # 30-14

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

Knight, Brown, Bowman, Carrington and Stephens.

Jan-31-2014-47

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE FOR THE WEEK OF 12/31/13 - 1/6/14, 1/7/14 - 1/13/14 and 1/14/14 - 1/20/14, BE AND THE SAME HEREBY IS APPROVED.

For Week of 1/14/14 - 1/20/14

1. EXCEPTION FOR ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM TAYLOR COMPANY INCORPORATED DB/A THE PANTS STORE, BIRMINGHAM, AL, TO PAY INVOICE #2085 FOR FIREPROOF UNIFORMS. PURCHASE INITIATED BY DEPARTMENT. ISSUE DISCUSSED WITH DEPARTMENT.

SAP PURCHASE ORDER # 2000077616 \$6,264.50 TOTAL

2. EXCEPTION FOR ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM TAYLOR COMPANY INCORPORATED DB/A THE PANTS STORE, BIRMINGHAM, AL, TO PAY INVOICE # 306331 FOR FIREPROOF UNIFORMS - JACKETS. PURCHASE INITIATED BY DEPARTMENT. ISSUE DISCUSSED WITH DEPARTMENT.

SAP PURCHASE ORDER # 2000077628 \$1,175.20 TOTAL

3. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM JAMES C. LASKER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PHYSICIAN SERVICES FOR HEMATOLOGY ONCOLOGY FOR THE PERIOD OF 2/01/13 - 1/31/14. ORIGINAL AMOUNT APPROVED BY COMMISSION WAS \$100,000.00.

SAP PURCHASE ORDER # 2000071780 CHANGE ORDER \$ 3,500.00

CLARITY CONTRACT # CON-00004869 PURCHASE ORDER \$103,500.00 TOTAL

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

Jan-31-2014-48

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 12/31/13 - 1/6/14, 1/7/14 - 1/13/14 and 1/14/14 - 1/20/14 be and hereby is approved.

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

Jan-31-2014-49

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

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

STAFF DEVELOPMENT

Multiple Staff Development

Roads and Transportation (3 participants)

Paul Rick Turner		\$100.00
Kelly Watson		\$100.00
Denise Shelton		\$100.00
IRWA Ch. 24 SR-WA Review Study and Exam Birmingham, AL - February 18-20, 2014		
Roads and Transportation (21 participants)		
Roger Gossett, Barry Isbell, Michael Mitchell, Robert Carroll, Robert Ryan, Chris Hayes, Adam Laney, Stephen Goodwin, David Reynolds, Ned Gossett, Gary Cochran, Lee Baldwin, Jeremy McAlpine, Chuck Bartlett, Gary Mayfield, Mike Crane, Billy Bowman, Robby Eaton, Shawn Cato, John Riley, Steven Kilgore		\$1,890.00
Alabama Vegetation Management Society Annual Meeting Tuscaloosa, AL - February 25-26, 2014		
Board of Equalization (7 participants)		
Kirk Epstein	(State funds)	\$168.06
Keith Fravert		\$127.50
Roy Stodghill		\$221.29
Xavier Davis		\$221.29
David Hinkle		\$127.50
John Colburn		\$221.29
Bobby Jones		\$127.50
Alabama Certified Appraiser Exam Auburn, AL - March 13-14, 2014		
Cooper Green Mercy Health Services (2 participants)		
Ginger Brown		\$125.00
Varner Edwards		\$125.00
Annual Coding Symposium Vestavia, AL - January 31, 2014		
Family Court (2 participants)		
Saniqua Hunter		\$613.65
James Sparks		\$1,070.45
Louisiana Assn. of Drug Court Professionals Conf. New Orleans, LA - February 25-28, 2014		
Family Court (3 participants)		
Larry Hooks, Gwen Reasor and Karla Williams		\$60.00
Doing What Matters for Alabama's Children Conf. Tuscaloosa, AL - January 28, 2014		
<u>Individual Staff Development</u>		
Commissioner, District 2		
Sandra Brown		\$150.00
Assn. of County Commissions Legislative Conference Birmingham, AL - December 4-5, 2013		
Community Development		
Cynthia Daniels	(grant funds)	\$1,044.57
GFOAA 30 th Annual Conference Mobile, AL - February 24-26, 2014		
Keith Strother		\$1,194.50
Southeastern Employment & Training Assn. Nashville, TN		
Environmental Services		
David Denard		\$2,142.30
National Assn. of Clean Agencies Conference Sante Fe, NM - February 2-5, 2014		
General Services		
Steven Cockrell		\$255.00
NICET Certification Exam Birmingham, AL - January 15, 2014		
Greg Hollis		\$1,615.00
Level I Infrared Thermographic Applications Public Training Course		

Birmingham, AL - February 9-14, 2014

Revenue

Charles Bell Tax Audit Charlotte, NC - February 9-14, 2014	\$1,227.65
Wesley Moore Tax Audit Atlanta, Norcross and Marietta, GA - February 2-7, 2014	\$1,136.00
Wesley Moore Tax Audit Dallas and Houston, TX - March 12-22, 2014	\$1,892.28
Bruce Thompson Tax Audit Dallas, TX - March 1-9, 2014	\$2,140.00

Roads and Transportation

Michael Mitchell International Society of Arboriculture North American Tree Conference Myrtle Beach, SC - February 16-19, 2014	\$796.97
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Tax Assessor-Bessemer

Srintra Saisarai Introduction to Property Tax Administration Bessemer, AL - January 29-31, 2014	(State funds)	\$200.00
Ricky Davis ACM Exam Auburn, AL - March 12-14, 2014		\$90.00

Tax Collector - Bessemer

Grover Dunn AL Tax Administrator's Mid-Winter Conf. Montgomery, AL - February 23-26, 2014		\$838.46
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For Information Only

Personnel Board

Tiffany Owens University of Alabama Spring Career Fair Tuscaloosa, AL - February 19, 2014	\$575.00
Tiffany Owens North Alabama Connection Professional Employment Day Huntsville, AL - February 26, 2014	\$175.00
Tiffany Owens 2014 Spring Career Fair Birmingham, AL - February 18, 2014	\$275.00
Tiffany Owens Auburn University Spring Career Fair Auburn, AL - April 8-9, 2014	\$555.02
Tiffany Owens University of South Alabama Career Fair Mobile, AL - February 11-12, 2014	\$484.70

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

BUDGET TRANSACTIONS

1. Fleet Management \$242,023.69
 Add a purchasing memorandum to purchase the following vehicles:
 1 - 2014 Ford E-350 XL @ \$24,937
 5 - 2014 Ford Fusion S @ \$18,133
 2 - 2014 Ford F-150 Ext Cab 4WD @ \$23,615
 1 - 2014 Ford F-150 Supercab 4X2 @ \$20,540
 2 - 2014 Honda Accord LX Sedan @ \$20,611.23
 1 - 2013 Honda Civic LX-S @ \$17,429.23
2. IT-Communications E-911 \$54,772.00
 Shift funds and add a purchasing memo to purchase 2 replacement vehicles to allow technicians to service 911 towers.
 (Per Tracie Hodge, in lieu of an additional budget transaction related to the above transaction, shifting of funds was corrected to reflect that the funds were to be charged to the Capital Fund)
3. General Services \$9,775
 Shift funds and add purchasing memorandum to purchase an Eaton 9155 Series phase online tower UPS.
 (Per Tracie Hodge, in lieu of an additional budget transaction related to the above transaction, shifting of funds was corrected to reflect that the funds were to be charged to the Capital Fund)

Acknowledge Only

4. Revenue \$864,150

Shift funds to cover software integration with State of Alabama One Spot online filing system.

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

Jan-31-2014-50

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Microsoft for renewal of the Enterprise license for FY2013-2014 at no cost.

Microsoft Enterprise Enrollment - State and Local Amendment

Enrollment number	Amendment ID: CTX-	001-shancock-S-898
Microsoft to complete		ID Number
		Microsoft to complete

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1. The list of additional products licensed pursuant to this enrollment is hereby amended by the addition of the following additional product(s) (the "Added Additional Products"):

Prior Software Assurance and Online Service Purchases	Coverage Expired	License Only Purchase
	2/28/2013	9/1/2013
WinSvrStd ALNG LicSAPk MVL 2Proc	22	10
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	16	-
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	8	-
VSPremwMSDN ALNG LicSAPk MVL	4	-

The addition of the Added Additional Products shall be made effective the date this amendment is processed, and the originally-chosen additional products shall remain licensed hereby.

Notwithstanding anything to the contrary in this enrollment, or in the Enterprise Agreement associated herewith, we will invoice your reseller for the complete cost of the Added Additional Product(s) added to your enrollment pursuant to this amendment in two installments, per your quote received by your reseller.

Customer
Jefferson County, Department of Information
W. D. Carrington, President - Jefferson County Commission

Contracting Microsoft Affiliate
Shirley Snyder - Microsoft Licensing, GP

Please sign two copies of this amendment and send them to your reseller or software advisor. Your reseller or advisor must submit them to the following address. When the amendment is fully signed, you will receive a confirming copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada USA 89511-1 137
Prepared By: Steve Hancock on behalf of Kim Fuqua

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

Jan-31-2014-51

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Mike Hale, in his capacity as Sheriff of Jefferson County, Alabama.

Amendment to the agreement with Advance Correctional Health, Inc. to provide inmate medical services at the Bessemer Jail in the amount of \$349,914.39 for a twelve (12) month period.

AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE/DETAINEE
HEALTH SERVICES FOR JEFFERSON COUNTY. ALABAMA

Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama (hereinafter referred to as the "SHERIFF"), Jefferson County, Alabama (hereinafter referred to as the "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation, have previously entered into an Agreement for the Provision of Inmate Health Services dated October 21, 2011 (hereinafter referred to as the "AGREEMENT"). The parties now desire to amend the AGREEMENT as follows:

RECITALS

WHEREAS, the SHERIFF only housed inmates at the Jefferson County Jail at Birmingham (hereinafter referred to as the "FACILITY") at the time the AGREEMENT was executed;

WHEREAS, the SHERIFF did not house inmates at the Jefferson County Jail at Bessemer (hereinafter referred to as the "BESSEMER FACILITY") at the time the AGREEMENT was executed;

WHEREAS, the AGREEMENT only provides for the provision of medical services at the FACILITY;

WHEREAS, the SHERIFF anticipates the resumption of housing inmates at the BESSEMER FACILITY on December 16, 2013;

WHEREAS, medical services will need to be provided to the BESSEMER FACILITY once inmates are housed there; and

WHEREAS, Section 5.1 of the AGREEMENT provides that the SHERIFF and ACH may amend the AGREEMENT at any time with the written consent of both parties;

NOW THEREFORE, the parties hereby amend the AGREEMENT to add the following, with the effective date of this amendment being December 5, 2013:

ARTICLE 6:

THE BESSEMER FACILITY

6.1. The base average daily population ("ADP") for the BESSEMER FACILITY will initially be 100 INMATES/DETAINEES. The SHERIFF and ACH anticipate that the ADP for the BESSEMER FACILITY will increase to approximately 200 INMATES/DETAINEES during 2014. The SHERIFF and ACH agree to negotiate changes to this Article 6 to accommodate an increased ADP for the BESSEMER FACILITY, including potentially re-assigning medical personnel from the FACILITY to the BESSEMER FACILITY.

6.1.1 As used in this Article 6, the term "INMATES/DETAINEES" shall be understood to mean those booked into the custody of the SHERIFF and incarcerated in the BESSEMER FACILITY.

6.2. STAFFING. ACH will provide the staffing coverage necessary for the rendering of healthcare services to the INMATES/DETAINEES as described herein. It is understood and agreed that ACH employees are allowed to leave the BESSEMER FACILITY during the work day for meal breaks, provided the timing and length of such leave does not negatively impact or impair ACH'S Amendment to Agreement for the Provision of Inmate/Detainee Health Services

Jefferson County Jail / ACH ability to fulfill its obligations under this AGREEMENT. The minimum service requirements include:

6.2.1. PHYSICIAN. A nurse practitioner will visit the BESSEMER FACILITY weekly for a prescribed number of days sufficient to accomplish the objectives of this AGREEMENT, with the schedule and frequency of such nurse practitioner visits to be determined between the SHERIFF and ACH. During such nurse practitioner visits to the BESSEMER FACILITY, the nurse practitioner will stay until all work is completed. A physician will be available by telephone to the BESSEMER FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on ACH CORPORATE HOLIDAYS, coverage may be provided by phone only.

6.2.2. NURSING. ACH will provide on-site nursing coverage to include up to One Hundred Sixty Eight (168) hours per week, excluding paid time off for illness of less than one (1) full shift, on a schedule approved by the SHERIFF. This number of hours is designed to support the ADP contained in Section 6.1 of this AGREEMENT, and ACH believes that this number of hours allows it to achieve the objectives of this AGREEMENT based on that ADP.

6.2.3. MENTAL HEALTH WORKER. A Qualified Mental Health Professional will visit the BESSEMER FACILITY each week for up to Eight (8) hours at the discretion of the SHERIFF or designee, or as otherwise agreed to by the SHERIFF and ACH.

6.3. SERVICES. ACH shall perform the following services relative to the BESSEMER FACILITY:

6.3.1. BODY CAVITY SEARCHES. ACH will perform body cavity searches on-site with signed consent from the INMATE/DETAINEE in accordance with applicable NCCHC guidelines. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room. ACH will not be financially responsible for any costs associated with a body cavity search, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.

6.3.2. CARE REPORTS. ACH will review, at the scheduled Continuing Quality Improvement ("CQI") meetings with the SHERIFF or designee, healthcare reports concerning the overall operation of the healthcare services program at the BESSEMER FACILITY and the general health of the INMATES/DETAINEES.

6.3.3. COLLECTION OF DNA/PHYSICAL EVIDENCE. ACH will perform the collection of physical evidence for the purpose of DNA testing on-site with signed consent from the INMATE/DETAINEE in accordance with applicable NCCHC guidelines. Court-ordered collection of DNA/physical evidence will be referred to the appropriate facility or emergency room. ACH will not be financially responsible for any costs associated with the collection of or testing of DNA/physical evidence, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, court costs, and/or the cost of DNA collection kits.

6.3.4. DENTAL SERVICES. ACH will provide dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES in need of serious dental services. In addition, ACH will provide INMATES/DETAINEES with dental hygiene instruction and medication management, shall coordinate the provisions of dental services, and shall refer INMATES/DETAINEES for off-site care.

6.3.5. DISPOSABLE MEDICAL SUPPLIES. ACH will provide for INMATES/DETAINEES' disposable medical supplies intended for one-time use.

6.3.6. ELECTIVE CARE. ACH will not provide ELECTIVE CARE to INMATES/DETAINEES. Decisions concerning ELECTIVE MEDICAL CARE will be consistent with the applicable American Medical Association ("AMA") standards.

6.3.7. EMERGENCY CARE. ACH will provide emergency medical treatment to BESSEMER FACILITY staff, subcontractors and visitors who become ill or are injured while on the premises. ACH will stabilize all patients and refer for recommended treatment or care, as needed.

6.3.8. BESSEMER FACILITY STAFF. ACH will provide for the BESSEMER FACILITY staff pre-employment physicals and Tuberculosis (TB) skin tests, as directed by the SHERIFF. ACH will administer TB testing for the BESSEMER FACILITY staff, as scheduled and required by the SHERIFF, with the SHERIFF providing the serum. If desired, ACH will secure the serum through the correctional pharmacy and have the pharmacy invoice the SHERIFF directly to allow the SHERIFF to secure the serum at the best possible price.

6.3.9. HEALTH EVALUATIONS. ACH will provide for INMATES/DETAINEES on-site health evaluations and medical care based on general National Commission on Correctional Health Care (NCCHC) guidelines.

6.3.10. MANAGEMENT SERVICES. ACH will provide on-site management services to include: a comprehensive Strategic Plan; site-specific medical Policies and Procedures; Protocols; Peer Review; CQI; Cost Containment; Utilization Management; Risk Management programs; Health Insurance Portability and Accountability Act (HIPAA) programs and general NCCHC guidelines specific to the BESSEMER FACILITY's medical operations; and compliance with any applicable, Alabama-specific statutes regarding the provision of medical care in jails.

6.3.11. MEDICAL RECORDS. ACH will maintain, cause, or require being maintained, at its own cost, complete and accurate medical records for each INMATE/DETAINEE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, Alabama's Minimum Standards for Jails and Lockups, and the SHERIFF's policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's confinement record. A complete copy of the original applicable medical record will be available to accompany each INMATE/DETAINEE who is transferred from the BESSEMER FACILITY to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such

records. ACH will comply with state and federal law and the SHERIFF's policy with regard to access by INMATES/DETAINEES and BESSEMER FACILITY staff to medical records. No information contained in the medical records will be released by ACH except as provided by the SHERIFF's policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF. However, the SHERIFF will provide ACH with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. INMATE/DETAINEE medical records will at all times be the property of the SHERIFF. ACH will make available to the SHERIFF, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to INMATES/DETAINEES hereunder.

6.3.12. MEDICAL WASTE REMOVAL. ACH will be responsible for medical waste removal services at the BESSEMER FACILITY consistent with all applicable laws.

6.3.13. MEETINGS. ACH representatives will meet, in accordance with a schedule agreed to by the SHERIFF and ACH, with the SHERIFF or designee concerning procedures within the BESSEMER FACILITY, any proposed changes in health-related procedures, or other matters which either party deems necessary.

6.3.14. OFF-SITE, MOBILE, AND SPECIALTY SERVICES. When off-site and/or mobile service care is required for medical reasons, ACH will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental care, Xray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES and in accordance with the SHERIFF's policies and procedures. ACH will not be financially responsible for any costs associated with off-site and/or mobile service care.

6.3.15. OFFICE SUPPLIES. ACH will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars. ACH will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, or printers that are located in the BESSEMER FACILITY'S healthcare unit as of December 16, 2013.

6.3.16. ON-SITE AND OFF-SITE TESTING. ACH will provide for INMATE/DETAINEES on-site laboratory testing, which shall include, but not be limited to, finger-stick blood sugar and urine dipstick for pregnancy and/or infection. ACH will also provide TB skin tests for INMATES/DETAINEES as directed by the SHERIFF. To the extent that a laboratory test is required and cannot be performed on-site, ACH shall coordinate for the provision of such laboratory testing off-site and shall be responsible for the costs of such off-site laboratory testing.

6.3.17. PHARMACEUTICALS. ACH will provide basic pharmaceutical services, including medication review, medication management, medication distribution, and the prescription and dispensing of over-the-counter medications. ACH shall also provide and abide by policies on the proper storage of medication, pharmacy ordering, medication usage, medication returns, and destruction of medication. ACH shall also provide proper patient education to INMATES/DETAINEES regarding administered medication.

6.3.18. PHYSICAL EXAMINATIONS FOR INMATE WORKERS. ACH will provide basic physical examinations for potential INMATE workers to ensure the INMATES are physically capable of performing assigned work duties.

6.3.19. SHERIFF'S POLICIES AND PROCEDURES. ACH will operate within the requirements of the SHERIFF's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF which may impact the provision of medical services, including policies and procedures related to the security of the BESSEMER FACILITY. Such policies and procedures may change from time to time; if so, ACH will be promptly notified and will operate within all policies, procedures and modifications thereof.

6.4. DUTIES AND OBLIGATIONS OF THE SHERIFF. Article 2 (i.e., Section 2.1 through Section 2.5) of the AGREEMENT shall apply to ACH's provision of medical services at the BESSEMER FACILITY. The parties acknowledge and agree that any use of the term "FACILITY" in the aforementioned sections shall be understood to mean the BESSEMER FACILITY for the purposes of ACH's provision of medical services at the BESSEMER FACILITY.

6.5. COMPENSATION. Starting on December 16, 2013, the SHERIFF shall pay ACH the annualized amount of Three Hundred Forty Nine Thousand Nine Hundred Fourteen and 32/100 Dollars (\$349,914.39) for the provision of services under this Article 6. The aforesaid amount shall be paid in monthly payments of Twenty Nine Thousand One Hundred Fifty-Nine and 32/100 Dollars (\$29,159.32). The SHERIFF shall make the aforesaid monthly payments starting in December of 2013 and continuing for the remaining term of the AGREEMENT. The amounts due and payable under this Section 6.5 shall be in addition to any other monies owed by the SHERIFF to ACH under this AGREEMENT.

6.5.1. ADJUSTMENT FOR ADP. ADP for a given quarter will be determined from the BESSEMER FACILITY census records. For billing purposes, the base ADP for the BESSEMER FACILITY will be 100. When the ADP exceeds or falls below the base rate in any calendar quarter, the compensation variance will be figured on the average number of INMATES/DETAINEES above or below the base ADP for that quarter multiplied by the per diem rate of \$.81 per inmate per day. (Example: If the ADP for Q1 2014 is 110, additional compensation due will be calculated as follows: 10 x \$0.81 x 91).

6.6. Section 5.9 and Section 5.15 of the AGREEMENT shall apply to ACH's provision of medical services at the BESSEMER FACILITY.

The parties acknowledge and agree that any use of the term "FACILITY" in the aforementioned sections shall be understood to mean the BESSEMER FACILITY for the purposes of ACH's provision of medical services at the BESSEMER FACILITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Neil Leuthold , President

COUNTY OF JEFFERSON, ALABAMA

Mike Hale, SheriffDate

ACKNOWLEDGED BY:

David Carrington, President

Jefferson County Commission

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

Jan-31-2014-52

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an addendum to the agreement between Jefferson County, Alabama and E-Ring, Inc. to provide enhancements to the integrated tax systems existing software for the Tax Collector in the amount of \$230,000.

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

Jan-31-2014-53

WHEREAS, as of Section 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final reports of the uncollected balances of 2012 personal property taxes showing the name of every insolvent tax payer from whom he has been unable to collect, the amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission hereby allows the Collector credit for such insolvent taxes as he has been unable to collect and for taxes remaining in litigation and credits him with all County taxes included therein and the President shall certify the same to the Comptroller for the State, which certification shall be reflected by the President's signature upon said Tax Collector's final report.

BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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

Jan-31-2014-54

WHEREAS, the Jefferson County Board of Zoning Adjustment consists of five (5) citizens of Jefferson County; and

WHEREAS, the term of Board Member Larry Abrams has expired, and,

WHEREAS, it is important to the proper and timely function of said Board that it have full membership; and

WHEREAS, Larry Abrams has is eligible to be reappointed for an additional term on the Board of Zoning Adjustment for Jefferson County; and

WHEREAS, the Jefferson County Commission has determined that Ms. Abrams would be a dependable and capable addition to the membership of that Board.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Mr. Larry Abrams is hereby reappointed to the

Jefferson County Board of Zoning Adjustment, for a new term commencing immediately and ending December 31, 2017.

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

Jan-31-2014-55

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Dr. Stephanie Hightower to serve on the Jefferson County Coroner/Medical Examiner's Commission for a three year term ending February, 2017, be and hereby is approved.

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

Jan-31-2014-56

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Data Innovations, LLC to provide maintenance and service support for Lab Instrument Manager Solution for the period November 21, 2013- November 20, 2014 in the amount of \$6,745.50.

CONTRACT NO.: CON00002889

Contract Amendment No. II

This Amendment II to Contract is entered into on the 12th day of November 2013, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "the County," and Data Innovations, LLC, hereinafter referred to as the "Contractor" to provide maintenance and support services for Lab Instrument Manager Solution.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This Amendment II amends Jefferson County's Contract No. CON00002889 ("Contract") between the parties referenced above, which was approved by the Commission on September 27, 2011, MB 162, Page 247. Amendment I was approved by Commission January 17, 2013, recorded in MB 164, Page 287.

THIS AMENDMENT II AMENDS THE TERMS OF THE CONTRACT AND AUTHORIZATION TO PERFORM MAINTENANCE AND SUPPORT SERVICES:

From November 21, 2013 through November 20, 2014;

To incorporate quote # 17761, dated August 29, 2013, in the amount of \$6,745.50; and

To incorporate Jefferson County Commission's non-discrimination policy: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

All other terms and conditions of the Contract remain the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Data Innovations, LLC

_____, Authorized Representative

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

Jan-31-2014-57

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Nassif Cannon, M.D. to provide physician services to patients of the County's outpatient clinics for the period November 1, 2013 - September 30, 2014 in the amount of \$180,000.

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

Jan-31-2014-58

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and James Coffey, M.D. to provide physician services to patients of the County's outpatient clinics for the period November 1, 2013 - September 30, 2014 in the amount of \$180,000.

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

Jan-31-2014-59

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Rick Player, M.D. to provide physician services to patients of the County's outpatient clinics for the period November 1, 2013 - September 30, 2014 in the amount of \$280,800.

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

Jan-31-2014-60

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and NHB Group, LLC to provide building and associated equipment condition assessment to determine final scope, design and construction administrative services for modifications for the animal control facility located at 6460 1st Avenue South, Birmingham, AL 35212 in the amount of \$37,000.

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

Jan-31-2014-61

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates, Inc. to provide engineering services for design and construction documents for cooling tower replacement at the 2121 Building in the amount of \$45,900

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this January 1, 2014, by and between Jefferson County Commission, hereinafter called "the County, and MW/Davis Dumas & Associates, Ins. located at 2720 3rd Avenue South, Birmingham, Alabama 35233 hereinafter called "the

Consultant."

WHEREAS, the County desires to contract for Engineering Consulting Services for the replacement of the two primary cooling towers at the Jefferson County 2121 Building.

WHEREAS, the Consultant desires to furnish said services to the General Services Department;

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

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

SCOPE OF SERVICES: Prepare and provide complete AIA construction contract documents, i.e., front end, general conditions, drawings and specifications for Division 03/05 Structural, Division 23 HVAC and Division 26 Electrical as necessary for competitive bid procurement. Conduct Pre-Bid, Bid and preconstruction meetings, review Contractor shop drawings and submittal data, site visits and final construction observation.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twenty four months beginning January 1, 2014 through December 31, 2015 or project completion if sooner.

COMPENSATION: Mechanical Engineering services to be performed on an hourly basis at rates listed per Exhibit "A" with a "Guaranteed Maximum" billing per said scope of work of forty five thousand nine hundred dollars (\$45,900.00). Payments due upon receipt.

Reimbursable Expenses: Reimbursable expenses will include printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at cost. Fee for Electrical sub consultant and Structural sub consultant will be at rate of (x 1.1) times their invoiced amount. All sub consultant fees and reimbursable cost are included within the "Guaranteed Maximum" compensation listed above.

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:

Consultant: MW/Davis Dumas & Associates, Ins.

Attention; Mr. James Robinson, PE

2720 3rd Avenue South

Birmingham, Alabama 35203

Copy to: Jefferson County Commission

General Services Department

Director of General Services

716 Richard Arrington Jr. Blvd. North

Room 1

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.

Consultant

Jefferson County, Alabama

James Sam Davis, P.E., President

W.D. Carrington, President - Jefferson County Commission

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

Jan-31-2014-62

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Stephen Ward & Associates, Inc. to provide review and development of design, drawings and specifications, bidding and work monitoring for the Ketona Sign Shop Roof Replacement project and to provide roofing consultant services for roof surveys in the amount of \$28,300.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this January 1, 2014, by and between Jefferson County Commission, hereinafter called "the County, and Stephen Ward & Associates, Inc. located at 300 Office Park Drive, Suite 120, Birmingham Alabama 35223, hereinafter called "the Consultant."

WHEREAS, the County desires to contract for Roofing Consulting services for the Projects listed in "Scope of Services".

WHEREAS, the Consultant desires to furnish said services to the Jefferson County General Services Department;

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

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

SCOPE OF SERVICES: Provide Review and development of Roofing Design, Drawings and Specifications, Bidding and Work monitoring for Project 1 and Roofing Consulting services for Project 2;

Project 1; Camp Ketona Sign Shop Roof Replacement as described in Attachment "A". Project 2; Roof Survey for specified roofs as described in Attachment "B".

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 12 months beginning January 1, 2014 through December 31, 2014.

COMPENSATION: Stipulated Lump Sum Fees as follows;

Project 1; Sign Shop Roof	\$ 3,300.00
Project 2: Roof Survey 1	\$25,000.00
TOTAL FEE:	\$28,300.00

REIMBURSABLES: All reimbursable included in Lump Sum Fee

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:

Consultant: Stephen Ward & Associates, Inc.
Stephen Ward-President
300 Office Park Drive, Suite 121
Mountain Brook, Alabama 35223

Copy to: Jefferson County General Services
Jeffrey S. Smith-Director
716 Richard Arrington Jr. Blvd. North
Room 1
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

Consultant	Jefferson County, Alabama
Stephen Ward	W.D. Carrington
President	President, Jefferson County Commission

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

Jan-31-2014-63

BE IT RESOLED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding between Jefferson County, Alabama, and the City of Trussville, Alabama, to loan election equipment to the City of Trussville for the election to be held Tuesday, February 25, 2014.

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY, ALABAMA AND THE CITY OF TRUSSVILLE, ALABAMA

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between Jefferson County, a political subdivision of the State of Alabama (herein after the "County"), and the City of Trussville, (herein after the "City"), contract representative Lynn B. Porter as City Clerk, City of Trussville, this 13th day of December, 2013.

It is hereby agreed and understood as follows:

1. City shall take possession on Monday, February 10, 2014, of the following election equipment which is the property of Jefferson County Elections Division of General Services:

- 5 M-100 Vote tabulation machines
 - 2 Auto-Mark machines
 - 6 Voting booths for two polling sites -- 3 for each site
 - 2 Vote here signs -1 for each site
2. Said equipment will be provided to Lynn B. Porter free of charge for the election to be held Tuesday, February 25, 2014.
 3. City shall have the equipment returned to the County Friday, February 28, 2014.
 4. Equipment shall be returned in the same condition as loaned.
 5. Any damaged equipment shall be replaced or repaired immediately at the expense of the City of Trussville.

JEFFERSON COUNTY, ALABAMA

CITY OF TRUSSVILLE, ALABAMA

W D Carrington, President

Eugene A. Melton, Mayor

Jefferson County Commission

City of Trussville

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

Jan-31-2014-64

WHEREAS, the membership of the Jefferson County Planning & Zoning commission includes twelve (12) citizens of Jefferson County; and

WHEREAS, there has arisen a vacancy on said the Planning & Zoning Commission; and

WHEREAS, it is important to the proper and timely function of said Commission that it have full membership; and,

WHEREAS, Ms. Trudy Strain has expressed a desire to serve on the Planning & Zoning Commission for Jefferson County; and,

WHEREAS, the Jefferson County Commission has determined that Ms. Strain would be a dependable and capable addition to the membership of that Commission; and

WHEREAS, Ms. Strain has been found to meet the criteria regarding her place of residence as set forth in Act No. 86-705 regarding the manner in which new appointments are made to the Planning & Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Ms. Trudy Strain is hereby appointed to the Jefferson County Planning & Zoning Commission, for a new term commencing immediately and ending December 31, 2017.

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

Jan-31-2014-65

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

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

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

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

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

Z-2013-022 David W. and Amy M. Helms, owners; request a change of zoning on Parcel ID# 31-14-3-1-70, in Section 14 Twp 18 Range 5 West from R-1 (Single Family) to A-1 (Agricultural) for a residence, barn, and horses. (Case Only: 1309 Rock Creek Road, Hueytown, AL 35023)(CONCORD)(8.13 Acres M/L)

RESTRICTIVE COVENANT No mobile homes shall be permitted for any purpose other than temporary emergency relief.

Z-2013-028 Leighton Wilkie Trust, Grant Leighton Wilkie Trust, and Austin Michael Wilkie Trust, owners; Bonnie Hendricks and Teresa Wilkie Trustees; Stephen W. Stallcup, agent; requests a change of zoning on Parcel ID# 13-27-24-1.5, in Section 27 Twp 16 Range 2 West from I-1 (Light Industrial) to I-2 (Heavy Industry) for an asphalt seal coating manufacturing and distribution business. (Case Only: 2780 Pinson Valley Parkway, Birmingham, 35217)(ROBINWOOD)(1.96 Acres M/L)

RESTRICTIVE COVENANT: 1. the property shall be used for an asphalt seal coating manufacturing and distribution business, and any business allowed in the I-1 (Light Industrial) designation; 2. there shall be no development within the 500-year floodplain, unless permit is approved for the ground level to be permanently elevated above the 500-year flood as determined by the current or any subsequently adopted Flood Insurance Rate Map (FIRM).

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-022 and Z-2013-028 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jan-31-2014-66

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by El Palenque Corporation, applicant; Ana Maria Medina, President/Store Manager; d/b/a El Palenque located at 1420 Forestdale Blvd, Birmingham, Alabama 35214 for a (020) Restaurant Retail Liquor - on-premise license, be and hereby is approved.

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

Jan-31-2014-67

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Vestavia Hills for election services for the Municipal School Tax Election to be held on March 11, 2014 in the amount of \$1,318 - revenue.

CONTRACT FOR ELECTION SERVICES

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

WHEREAS, the City's Municipal Election will occur on March 11, 2014 and, if required, a run off election will occur on N/A; and

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

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

For the election on March 11, 2014. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- ePollbook Laptops----\$100.00 each
- Cellular Telephone----\$50.00 each
- Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

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

Election - Requested Equipment

a. ePollbook Laptops (\$100.00 each) 7 Laptops @ 100.00 each =	\$ 700.00
b. Cellular Telephone (\$50.00 each) Telephones @\$50.00 each =	
c. Voter List for posting/publishing	
(\$11.00 per thousand names rounded up = cost per list)	
Multiplied by quantity of list(s) requested = \$	
d. Voter List on Compact Disc	
(\$11.00 per thousand names rounded up = 264 cost per disc)	
Multiplied by 2 quantity of disc(s) requested + \$45.00=	\$ 618.00
Election Equipment or Service Total Cost	\$1,318.00

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

- An absentee list
- A supplemental absentee list
- Voter books for each voting polling location
- Provisional vote count

RUN OFF ELECTION ON N/A. In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A"), to this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF VESTAVIA HILLS, ALABAMA

_____, Mayor

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

Jan-31-2014-68

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

- a. Cooperative Agreement with Alabama Law Enforcement Agency for 2013 Homeland Security Grant for Law Enforcement funding in the amount of \$50,000
- b. Cooperative Agreement with Alabama Emergency Management Agency for 2014 U. S. Department of Transportation Hazardous Materials Emergency Preparedness (HMEP) Grant Program funding in the amount of \$44,995.20

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a grant agreement between Jefferson County, Alabama and Alabama Department of Youth Services to accept grant funding in the amount of \$750,000 to fund non-residential community-based interventions for Family Court youth that would otherwise be committed to DYS.

ALABAMA DEPARTMENT OF YOUTH SERVICES

AGENCY GRANT AGREEMENT

Fiscal Year 2013 - 2014

The Special Programming for Achievement Network hereby awards to

Jefferson County Commission (Hereinafter called Recipient)

the amount of Seven hundred fifty thousand and no/100 dollars (\$750, 000. 00)

These funds shall be used for non-residential services for Jefferson County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that Jefferson County will continue to eliminate 300+ annual commitments to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses).

These funds shall be utilized for the following purpose/activities:

The Jefferson County Family Court (JCFC) utilizes the following diversion programs under this DYS grant. Adolescent Substance Abuse Program (ASAP), STRONGGirls, Adolescent Mentoring Program (AMP), Youth Family Team Meetings Aftercare Program (YFTM), and Jefferson County Youth Advocacy Program (JCYAP).

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males / Females between the ages of 11-18
 - High risk youth adjudicated for misdemeanor and felony property offenses
 - Risk of re-arrest will be determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics will not be eligible for participation:
 - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses
 - Status offenders
- Be developed by or in collaboration with the Jefferson County Family Court (JCFC);
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants, including:
 - Demographic Information (name, SSN, Alabama case number, race, gender, home zip)
 - Most Serious Current Offense
 - Most Serious Prior Offense
 - Risk Level
 - Hearing Officer
 - Probation Officer
 - Date Started Program
 - Date Completed Program (if applicable)
 - Successful Completion (Yes or No)
 - If Unsuccessful, Why
 - Committed Due To Unsuccessful Completion (Yes or No)
 - Re-Arrested while in program (Yes or No)
 - Attended all court hearings while in program (Yes or No)
 - Successfully completed probation after program completion (Yes or No)

Recipient shall input and update student data regularly (at least monthly) in the DYS Grantee Information Management System database (GIMS).

- Produce an annual report by November 30, that includes the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such

evaluations.

- Each such annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants will be made based on the court's ability to show through these reports that the funds have been effective in reducing the numbers of youth committed to DYS or HIT.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Both JCFC and DYS acknowledge that this Award may be terminated at will by JCFC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Special Programming for Achievement Network, as it deems necessary or advisable. Both parties agree that prior year funds are also available to fund these programs. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

Special Programming for Achievement Network

BY:
Charles Foley
State Coordinator

BY:
Legal Review
Approved as to form only.

Alabama Department of Youth Services

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2013.

Jefferson County Commission

W. D. Carrington, President

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

Jan-31-2014-70

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and University of Alabama Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine to provide medical services to residents at the Jefferson County Youth Detention Center for FY2013-2014 in the amount of \$97,342.08.

CLARITY NO. 5609

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 10th day of September 2013, by and between Jefferson County, Alabama, hereinafter called "the County", and University of Alabama Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine (the Division of GPAM), hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for medical services for the Jefferson County Youth Detention Center; and

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

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

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

2. SCOPE OF SERVICES:

The Contractor shall provide physician services by qualified physicians and nurses to the Jefferson County Youth Detention Center for the residents thereof. Said services shall be provided at the Center on Monday, Wednesday and Friday mornings, except holidays as follows:

- Complete a screening, health related history, and physical examination within 72 hours of admission, and to provide sick call treatment whenever necessary.
- Prescribe appropriate immediate treatment, or referral upon discharge for identified problems.
- Initiate referral to mental health or other medical care services when such a referral is indicated.

- Treatment of sexually transmitted diseases (STD) and pregnancy tests.
- Follow up care of residents who were treated at emergency rooms or hospital when possible.
- Provide access to physician on-call (via telephone) 24 hours daily including weekends and holidays.
- Complete and update medical records and follow up and document all referral services.
- Conduct health education classes and group sessions for residents.
- Provide in-service continuing education of employees and training of new employees.
- Provide updated licenses and professional liability insurance of medical staff. Jefferson County shall:
- Furnish such clinical space and equipment as may be mutually agreed upon
- Provide such medical supplies and medication as recommended by the Contractor

Both parties acknowledge that there is no obligation whatsoever to provide emergency room or hospital care or physicians services at or in any emergency room or hospital.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render medical services at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2014 with renewal, at the County's option and County Commission approval, for two (2) additional one year terms, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a total cost of \$97,342.08 paid in equal monthly installments of \$8,111.84 upon submission of an approved invoice.
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance
6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division
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. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
9. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **TERMINATION OF CONTRACT:** This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
12. **LIABILITY:**
 - A. 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.
 - B. The Contractor will indemnify and save 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 COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract..

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Jefferson County Youth Detention Center
140 2nd Ct: No.
Birmingham, AL 35204

Copy to: Jefferson County Commission
Finance Department
716 N Richard Arrington Jr. Blvd
Suite 820
Birmingham, AL 35203

Copy to: Jefferson County Commission
Purchasing Department
716 N Richard Arrington Jr. Blvd
Suite 830
Birmingham, AL 35203

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 \$100,000 per occurrence.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

18 Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

JEFFERSON COUNTY, ALABAMA

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name:

Address:

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows: r

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County. The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

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:

JEFFERSON COUNTY, ALABAMA
W.D. Carrington, President, Commissioner

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

Jan-31-2014-71

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Modification #1 to the Workforce Investment Act Youth Agreement with the Jefferson County Committee for Economic Opportunity (JCCEO) for Program Year 2013. The purpose of the modification is to decrease the budget by \$156,744.00 due to a decrease in participants to be trained. All other terms of the contract remains unchanged.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and J.C.C.E.O., hereinafter called "the Contractor" for grant allocation PY 2013. The effective date of this agreement shall be January 9, 2014.

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(s) 230, is hereby amended as follows:

The purpose of Modification #1 is to decrease the contract by \$156,744.00 due to a decrease in the number of students to be trained. The revised budget of \$324,264.97 is attached (on file in the Office of Community & Economic Development). All other terms and conditions of the original contract remains the same.

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

CONTRACTOR

Marquita F. Davis, Executive Director

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

Jan-31-2014-72

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 73 authorizing an Agreement between Jefferson County, Alabama and YWCA-Family Violence Center for a Federal Emergency Solutions Grant (HESG11-RRH-FVC).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract period to May 31, 2014 and reallocate budgeted funds. This Agreement is from Program Year 2011 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and YWCA Family Violence Center (HESG11-RRH-FVC), hereinafter call the "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires 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 May 30, 2013, in Minute Book 165, Page 73, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract period to May 31, 2014.
2. Reallocation of budgeted funds: The total compensation to be paid to the Contractor shall not exceed \$5,000.00. The expenditure of funds for the budget categories named below shall not exceed, the following amounts:

Rapid Re-housing:

Housing Relocation and Stabilization:	\$3,000.00
Tenant Based Rental Assistance:	\$2,000.00
Total Rapid Rehousing	\$5,000.00

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

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

CONTRACTOR

_____, Executive Director

YWCA

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

Jan-31-2014-73

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 73 authorizing an Agreement between Jefferson County, Alabama and Cooperative Downtown Ministries for a Federal Emergency Solutions Grant (HESG11-RRH-CDM).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract period to May 31, 2014. This Agreement is from Program Year 2011 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Cooperative Downtown Ministries (HESG11-RRH-CDM), hereinafter call the "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires 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 May 30, 2013, in Minute Book 165, Page 73, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to May 31, 2014.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Anne Wright, Director

Cooperative Downtown Ministries

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

Jan-31-2014-74

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 74 authorizing an Agreement between Jefferson County, Alabama and YWCA-Interfaith Hospitality House for a Federal Emergency Solutions Grant (HESG12-ES-RRH-YINT).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract period to May 31, 2014 and reallocate budgeted funds. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and YWCAInterfaith Hospitality House (HESG12-ES-RRH-YINT), hereinafter call the "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires 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 May 30, 2013, in Minute Book 165, Page 74, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract period to May 31, 2014.
2. Reallocation of budgeted funds: The total compensation to be paid to the Contractor shall not exceed \$15,000.00. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Essential Services:	\$10,000.00
---------------------	-------------

Rapid Re-housing:

Housing Relocation and Stabilization:	\$3,000.00
Tenant Based Rental Assistance:	\$2,000.00
Total Rapid Rehousing	\$5,000.00

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Suzanne Durham, CEO

YWCA

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

Jan-31-2014-75

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 75 authorizing an Agreement between Jefferson County, Alabama and Bridge Ministries Inc. for a Federal Emergency Solutions Grant (HESG12-HP-RRH-BM)

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract period to May 31, 2014 and reallocate budgeted funds. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Bridge Ministries, Inc. (HESG12-HP-RRH-BM), hereinafter call the "the Contractor" to provide services for the homeless and those at risk of becoming homeless population in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires 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 May 30, 2013, in Minute Book 165, Page 75, is hereby amended as follows:

- 1. The purpose of this Amendment is to extend the contract period to May 31, 2014.
- 2. Reallocation of budgeted funds: The total compensation to be paid to the Contractor shall not exceed \$12,335.00. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Rapid Re-housing:

Housing Relocation and Stabilization:	\$500.00	
Tenant Based Rental Assistance:	\$2,335.00	
Total Rapid Rehousing		\$2,835.00

Homeless Prevention:

Housing Relocation and Stabilization:	\$4,500.00	
Tenant Based Rental Assistance:	\$5,000.00	
Total Homeless Prevention		\$9,500.00

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Lisa Isay

Bridge Ministries Inc.

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

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 75 authorizing an Agreement between Jefferson County, Alabama and YWCA-Family Violence Center for a Federal Emergency Solutions Grant (HESG12-ES-RRH-YFV).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract period to May 31, 2014 and reallocate budgeted funds. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and YWCA Family Violence Center (HESG12-ES-RRH-YFV), hereinafter call the "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires 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 May 30, 2013, in Minute Book 165, Page 75, is hereby amended as follows:

- 1. The purpose of this Amendment is to extend the contract period to May 31, 2014.
- 2. Reallocation of budgeted funds: The total compensation to be paid to the Contractor shall not exceed \$20,126.00. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Operations:		\$15,126.00
Rapid Re-housing:		
Housing Relocation and Stabilization:	\$3,000.00	
Tenant Based Rental Assistance:	\$2,000.00	
Total Rapid Rehousing		\$5,000.00

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

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

CONTRACTOR
Suzanne Durham, CEO
YWCA

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

WHEREAS, the Jefferson County Commission previously approved a resolution on November 6, 2013 in Minute Book 165, Page 483 authorizing an Agreement between Jefferson County, Alabama and Kings Forest Apartments for services on behalf of Program Participant #119250.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract period to February 28, 2014. This Agreement is from Program Year 2012 state funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Kings Forest Apartments, hereinafter call the "the Contractor" to provide services for on behalf of Program Participant #119250. The effective date of this agreement shall be November 6, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires 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 November 6, 2013, in Minute Book 165, Page 483, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to February 28, 2014.

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

JEFFERSON COUNTY, AL ,

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Betty Mims

Kings Fores Apartments

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

Jan-31-2014-78

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

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

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

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

Now Therefore Be It Resolved by the Jefferson County Commission that the President, David Carrington, is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Graysville East Ball Park Improvements (CDBG12-03F-M03-GEP) from the Community Development Block Grant Program.

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

Jan-31-2014-79

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute a License Agreement between Jefferson County and the Jefferson County Sheriff's Department for 20+ acres to be used for the Sheriff's Academy located at 3500 Happy Hollow Lane, Fultondale, Alabama. This property was acquired by Jefferson County for the Department of Environmental Services for the Five Mile Creek Waste Water Treatment Plant. This license shall become effective October 1, 2013 and shall continue for said period of five (5) years until September 30, 2018 and may thereafter be renewed for successive terms. The annual rent shall be One and 00/100 Dollar (\$1.00) for use of the premises and there is a cancellation clause with 90 days' written notice to terminate.

LICENSE AGREEMENT

This License Agreement (the "License") is made and entered into by Jefferson County, Alabama (the "Grantor") and Jefferson County Sheriff's Department (the "Grantee") in their official capacity as Sheriff of Jefferson County, Alabama, wherein the parties hereto agree as

follows:

WHEREAS, the Jefferson County Sheriff's Department currently maintains and operates a Sheriff's Academy and related training facility located at 3500 Happy Hollow Lane, Fultondale, Alabama 35068 (the "Sheriff's Academy");

WHEREAS, the Grantor owns certain parcels of real property located in and around the Sheriff's Academy;

WHEREAS, the Grantor is willing to license certain parcels of real property located near the Sheriff's Academy to Jefferson County Sheriff's Department for use by the Sheriff's Academy and for use in other operations of the Jefferson County Sheriff's Office (the "Sheriff's Office");

WHEREAS, the Grantor and Grantee desire to enter into this agreement for the public purpose and benefit of enabling the Grantee to maintain and operate a training facility for the Sheriff's academy.

NOW THEREFORE, for the mutual consideration set forth herein, the amount and sufficiency of which is acknowledged by the parties to this Agreement, the Grantor and Grantee have entered into this License, whereby, it is agreed that:

1. THE PREMISES. The Grantor agrees to License the two (2) parcels of real property particularly described on Exhibit A hereto (collectively the "Premises") to Jefferson County Sheriff's Department according to the terms set forth in this License.
2. USE OF THE PREMISES. During the term of the License, Jefferson County Sheriff's Department may use the Premises for the operations of the Sheriff's Academy and for any and all other lawful operations of the Sheriff's Office. The parties agree that Grantee's permissible use of the Premises may include, but will not be limited to, erecting or otherwise placing mobile and/or fixed structures on the Premises to house attendees of the Sheriff's Academy at their own expense. The plan of the Sheriff's Academy is to place up to 7 mobile barracks being 24 feet in width by 60 feet in length. No permanent fixtures will be placed within 10 feet of any utility. The parties agree that any fixed structure erected on the Premises during the term of this License must be approved in writing by the Director of Environmental Services and shall become a fixture to the Premises and that the retention of such fixtures is at the discretion of the Director of Environmental Services. Upon the termination of said License, any required demolition and/or cleanup costs of structures or other extraneous materials accumulated during the Grantee's use of the Premises shall be borne by the Jefferson County Sheriff's Department.
3. TERM. The term of the License shall begin on October 1, 2013 and shall continue for a period of five (5) years until September 30, 2018 and shall thereafter automatically renew for successive periods of one (1) year unless terminated as set forth herein.
4. RENT. In consideration for use of the Premises, Grantee agrees to pay the Grantor an annual rent of One and 00/100 Dollar (\$1.00) (the "Rent") for the Premises. Grantee agrees to pay the Rent to the Grantor on or before the 15th day of each October for each year that this License is in effect, with the first Rent payment being due on or before October 15, 2013.
5. CONDITION OF THE PREMISES. Grantee shall maintain the premises in a condition at all times satisfactory to Grantor (keep the property clean and free of litter, junk, trash and debris and further agrees to control weeds, shrubs, grass and trees in order to keep the property in a neat and tidy appearance at all times).
6. SECURITY: Grantee shall provide security for the entire premises as described in paragraph (1) above.
7. HOLD HARMLESS: Grantor shall not be held liable for any claims for damage which may arise on account of the exercise by the Grantee of the rights herein granted; and Grantee shall defend, indemnify and hold Grantor harmless from all loss, claim, damage and expense of every nature, including attorney's fees and other legal costs, to which Grantor may be subject on account of the exercise by Grantee, of any of its rights hereunder or on account of any act, errors or omissions by Grantee, its servants, agents, employees or contractors, including any failure to comply with all provisions of this Agreement.
8. UTILITIES: The parties agree that the Grantor or their assigns and specifically Environmental Services Department shall have the right to enter the Premises in order to access, inspect, service, and/or replace any utility, sewer, power, gas and water lines currently or hereafter located on the Premises. Grantee shall have the right to have utilities placed on the premises to service their mobile barracks. Grantee shall be responsible for payment of all utilities
9. TERMINATION. Grantor and Grantee may terminate this License, for any reason and with or without cause, upon at least ninety (90) days written notice to the other party.
10. ASSIGNBILITY. This License is not assignable to any other individual or corporation.
11. GOVERNING LAW. This License shall be governed by the laws of the state of Alabama and any applicable local ordinances. The venue for any dispute arising under this License shall be the Birmingham Division of the Circuit Court of Jefferson County, Alabama.
12. NOTICES. All notices to the Grantor will be addressed to County Manager, 216 Courthouse, 716 Richard Arrington Jr. Blvd. No. Birmingham, AL 35203. All notices to Grantee will be addressed to the Sheriff's Academy, Attention: Academy Director, 3500 Happy Hollow Lane, Fultondale, Alabama 35068.
13. AMENDMENT. This License may be amended at any time only with the written consent of both parties.
14. PROPERTY LIENS. Grantee shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Premises or other property of the Grantor by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Grantee or any contractor or subcontractor of the Grantee. If any mechanics' or materialmen's lien is filed against the Premises or other

property of the Grantor, then the Grantee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Grantor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Grantor. If the Grantee learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the Premises or other property of the Grantor the Grantee shall give prompt notice of the same to the Grantor.

15. Statement of Compliance with Alabama Code Section 31-13-9.

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

16. ENTIRE AGREEMENT. This License constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, all on this _____ day of _____, 20____.

JEFFERSON COUNTY, ALABAMA

Attest:

W.D. Carrington, President

Jefferson County Commission

Mike Hale in his official capacity as Sheriff of Jefferson County, Alabama

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

Jan-31-2014-80

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Deed of Exchange of Sanitary Sewer Easement Eastwood Village Sanitary Sewer between Jefferson County, Alabama, Map Eastwood, LLC and Wal-Mart Real Estate Business Trust to correct the legal description of sanitary sewer right of ways conveyed to Jefferson County by previous deeds.

Eastwood Viillage Sanitary Sewer
THIS INSTRUMENT PREPARED BY:
Walter F. Scott III
GALLOWAY SCOTT MOSS & HANCOCK LLC
2200 Woodcrest Place Suite 310
Birmingham, AL 35209
Tel: (205) 949-5580

Email: wfs3@gallowayscott.com
Legal Description Prepared By:
Rodney K. Cunningham, PLS
Sain Associates, Inc.
244 West Valley Ave, Ste. 200
Birmingham, Alabama 35209
LEGAL DESCRIPTION REVISED BY:
James F. Henderson, Jr.
Jefferson County Roads and Transportation
Right-of-Way Division
A200 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, Alabama 35203

DEED OF EXCHANGE FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) cash in hand paid by Jefferson County, Alabama, a political subdivision of the State of Alabama ("Jefferson County"), the receipt whereof is hereby acknowledged, MAP EASTWOOD, L.L.C., an Alabama limited liability company ("MAP") and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, ("Wal-Mart"), do hereby grant, bargain, sell and convey unto Jefferson County, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

LINE S-1

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northwest 1/4 of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

COMMENCE at a Railroad Spike Found at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 17 South, Range 2 West; thence run Easterly 1022.66 feet along the South line of the Southeast 1/4 of the Northwest 1/4, of Section 26, Township 17 South, Range 2 West to a point; thence deflect 90° 00'00" left and run northerly a distance of 512.52 feet to Point "A" for future reference and the POINT OF BEGINNING, of a 20 foot wide Sanitary Sewer Right-of-Way, said Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence deflect 27°05'26" left and run northwesterly a distance of 88.16 feet; thence deflect 36°43'29" left and run northwesterly a distance of 382.33 feet; thence deflect 00°01'14" right and run northwesterly a distance of 391.93 feet to a point, said point being called Point "B" for future reference; thence deflect 64°25'39" right and run northerly a distance of 163.82 feet; thence deflect 59°57'17" left and run northwesterly a distance of 159.89 feet; thence deflect 14°02'44" right and run Northwesterly a distance of 30.93 feet to the point intersection with a 12" line of the Shades Creek Sanitary Sewer System; thence deflect 88°57'15" right and run northeasterly along the Shades Creek Sanitary Sewer System a distance of 123.09 feet; thence deflect 11°07'39" left and run northeasterly a distance of 17.97 feet; thence deflect 0°13'18" left and run northeasterly a distance of 221.49 feet; thence deflect 30°43'15" left and run northerly a distance of 39 feet, more or less, to the northwesterly boundary line of Lot 2A according to the Second Amended Plat of Eastwood Village as recorded in Map Book 225, Page 29 in the Office of the Judge of Probate of Jefferson County, Alabama, and the POINT OF ENDING of the of said described Sanitary Sewer Right of Way.

ALSO: BEGIN at Point "A" as described above for the POINT OF BEGINNING, of the following described 20 foot wide Sanitary Sewer Right-of-Way, said Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence from the aforementioned described course and direction deflect 132°34'31" right and run southeasterly a distance of 31.76 feet; thence deflect right 01°11'50" and run southeasterly a distance of 70 feet, more or less, to the southeasterly boundary line of Lot 2A and the north right-of-way line of Montclair Road (Old Highway 78) according to the Second Amended Plat of Eastwood Village as recorded in Map Book 225, Page 29 in the Office of the Judge of Probate of Jefferson County, Alabama, and the POINT OF ENDING of the of said described Sanitary Sewer Right of Way.

LINE S-1 LATERAL

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northwest of Section 26, Township 17 South, Range 2 West of which the Centerline of said Right-of-Way being more particularly described as follows:

COMMENCE at Point "A" as described in the above Line S-1 for the POINT OF BEGINNING, of the following described 20 foot wide Sanitary Sewer Right-of-Way, said Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence from the aforementioned described course and direction deflect 120°01'00" left and run in a southwesterly direction a distance of 22 feet, more or less, to the easterly lot line of Lot 8 according to the Second Amended Plat of Eastwood Village as recorded in Map Book 225, Page 29 in the Office of the Judge of Probate of Jefferson County, Alabama, said point being the POINT OF ENDING of the said described Sanitary Sewer Right of Way.

LINE S-2

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northwest 1/4 of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

COMMENCE at Point "B" as described in the above Line S-1 for the POINT OF BEGINNING, of the following described 20 foot wide Sanitary Sewer Right-of-Way, said Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence from the aforementioned described course and direction deflect 53°41'26" left and run southwesterly a distance of 160.28 feet; thence deflect 25°14' 44" left and run southwesterly a distance of 340.40 feet; thence deflect 04°12'29" left and run southwesterly a distance of 97.80 feet; thence deflect 35°38'09" left and run southerly a distance of 145.39 feet; thence deflect 06°32'06" right and run southerly a distance of 166.24 feet to the POINT OF ENDING of this described Sanitary Sewer Right-of-Way.

LINE S-3

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northwest 1/4 and in the Northeast 1/4 of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

COMMENCE at Point "A" as described in the above Line S-1; thence from the aforementioned described course and direction deflect 132°34'31" right and run southeasterly a distance of 31.76 feet to the POINT OF BEGINNING of a 20 foot wide Sanitary Sewer Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence deflect 88°38'07" left and run northeasterly a distance of 94.06 feet to a point; thence deflect right 19°13'08" and run northeasterly a distance of 24.49 feet; thence deflect left 11°24'44" and run northeasterly a distance of 136.82 feet; thence deflect left 49°11'07" and run northerly a distance of 202.26 feet; thence deflect right 70°52'54" and run northeasterly a distance of 109.27 feet; thence deflect left 55°56'54" and run northeasterly a distance of 175.94 feet; thence deflect left 52°41'00" and run northwesterly a distance of 33.91 feet; thence deflect left 19°51'16" and run northwesterly a distance of 192.58

feet; thence deflect right 03°38'37" and run northwesterly a distance of 51.15 feet to the POINT OF ENDING of this described Sanitary Sewer Right-of-Way.

LINE S-4

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northeast 1/4 of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

COMMENCE at a Railroad Spike Found at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 17 South, Range 2 West and run Easterly 1506.46 feet along the South line of the North 1/2 of Section 26, Township 17 South, Range 2 West to a point; thence deflect 90°00'00" left and run northerly a distance of 663.00 feet to the Northwesterly Right of Way line of Montclair Road and the POINT OF BEGINNING of a 20 foot wide Sanitary Sewer Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence deflect 29°17'58" left and run northwesterly a distance of 30.23 feet; thence deflect right 68°35'00 " and run northeasterly a distance of 76.17 feet; thence deflect right 09°17'17" and run northeasterly a distance of 10 feet, more or less, to a Southwesterly Lot Line of Lot 1 according to the Central Bank Survey At Eastwood Mall as recorded in Map Book 169 Page 61 in the Probate Office of Jefferson County, Alabama and the POINT OF ENDING of this described Sanitary Sewer Right-of-Way.

For the consideration aforesaid, the undersigned MAP and Wal-Mart do grant, bargain, sell and convey unto Jefferson County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for such purposes, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of MAP and Wal-Mart adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County, however, nothing herein shall prevent MAP and Wal-Mart or their successors and assigns (including and mortgagees) from using the surface of the Property for ingress, egress, and parking, so long as such use is consistent with the current use by Map and Wal-Mart.

In consideration of the benefit to the property of MAP and Wal-Mart by reason of the construction of said sewer facility, MAP and Wal-Mart hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of MAP and Wal-Mart arising or resulting from the construction, maintenance and repair of said improvement, and MAP and Wal-Mart do hereby admit and acknowledge that said sewer facility is a benefit to the property of MAP and Wal-Mart.

MAP and Wal-Mart, covenant with Jefferson County that they are seized in fee-simple of the above described premises within their respective existing boundaries and have a good right to sell and convey the same and that the same are free from all encumbrances, not of public record, and each will warrant and defend the title to the aforegranted strip of ground within their respective boundaries from and against the lawful claims of all persons whomsoever.

In consideration of the above conveyance, Jefferson County, does hereby remise, release, quit claim, and convey to MAP and Wal-Mart, all rights, title, interest, and claim in or to the following described real estate (except any portion lying within the above described parcels of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), each taking title to only that part of the below described property within their existing perimeter boundaries, and each disclaiming any ownership to said property within the perimeter boundaries of the others property, such property being more particularly described as follows, to-wit.

Four Parcels of Sanitary Sewer Right of Way conveyed to Jefferson County by that certain DEED OF CORRECTION recorded in BK: LR200809 Pg:15318 in the Probate Office of Jefferson County, Alabama. Said deed corrected prior deeds recorded in Deed Books: LR200707 Pg: 12039, LR200701 Pg: 8609 and LR200613 Pg: 20357.

Said Parcels of Sanitary Sewer Right of Way being more particularly described as follows:

LINE S-1

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northwest 1/4 and the Northeast 1/4 of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 17 South, Range 2 West; thence run southeasterly 1022.54 feet along the South line of the Southeast 1/4 of the Northwest 1/4, of Section 26, Township 17 South, Range 2 West to a point; thence turn 90°00'00" left and run northerly a distance of 513.66 feet to Point "A" for future reference; thence turn 26°36'00" left and run northwesterly a distance of 86.99 feet; thence turn 36°41'58" left and run northwesterly a distance of 382.59 feet; thence turn 00°02'22" right and run northwesterly a distance of 393.28 feet to Point "B" for future reference and the Point of Beginning of a Sanitary Sewer Right-of-Way of variable widths, being bounded on the westerly side by a line lying 10 feet westerly of parallel to and abutting the following described line and bounded on the easterly side by an easterly property line of Grantor (Map Eastwood, L.L.C.); thence turn 64°47'49" right and run northerly a distance of 40 feet to an easterly property line of Grantor (Map Eastwood, L.L.C.) and the end of said Sanitary Sewer Right-of-Way; thence continue northerly along the previously described course a distance of 123.30 feet; thence turn

60°19'44" left and run northwesterly a distance of 122 feet, more or less, to an easterly property line of Grantor (Map Eastwood, L.L.C.) and the Point of Beginning of a 20 foot wide Sanitary Sewer Right of Way lying 10 feet on each side of, parallel to and abutting the following described line; thence continue along northwesterly along the previously described course a distance of 37.91 feet; thence 13°00'33" right and run northwesterly a distance of 30.84 feet to a point intersection a 12" line of the Shades Creek Sanitary Sewer System; thence turn 90°00'00" right and run northeasterly along the Shades Creek Sanitary Sewer System 35 feet, more or less, to the northerly property line of Grantor (Map Eastwood, L.L.C.), and the end of the of said Sanitary Sewer Right of Way.

LINE S-2

A Sanitary Sewer Right-of-Way lying and being in the Northwest ¼ of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

Commence at Point "B" as described in the above Line S-1 for the Point of Beginning of a Sanitary Sewer Right-of-Way of variable width, being bounded on the southerly side by a southerly property line of Grantor (Map Eastwood, L.L.C.) and bounded on the northerly side by a line lying 10 feet northerly of, parallel to and abutting the following described line; thence from the previously described course turn 61°27'53" left and run westerly a distance of 40 feet, more or less, to an easterly property line of Grantor (Map Eastwood, L.L.C.). At this point the Sanitary Sewer Right-of-Way becomes 20 feet in width, lying 10 feet each side of, parallel to and abutting the following described line; thence continue westerly along the last described course a distance of 119.88 feet (159.88 feet from last turn); thence turn 25°12'38" left and run southwesterly a distance of 340.83 feet; thence turn 04°29'13" left and run southwesterly a distance of 97.93 feet; thence turn 35°26'08" left and run southerly a distance of 145.44 feet; thence turn 06°32'21" right and run southerly a distance of 166.09 feet to the end of this Sanitary Sewer Right-of-Way.

LINE S-3

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northwest ¼ and the Northeast ¼ of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northeast ¼ of Section 26,

Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

Commence at Point "A" as described in the above Line S-1; thence from the previously described course turn right an angle of 133°45'58" and run southeasterly a distance of 32.41 feet; thence turn 90°00'00" left and run northeasterly a distance of 70 feet, more or less, to a westerly property line of Grantor (Map Eastwood, L.L.C.) and the Point of Beginning of a 20 foot Sanitary Sewer Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence continue northeasterly a distance of 24.01 feet (94.01 feet from last turn); thence turn right 19°18'11" and run northeasterly a distance of 24.76 feet; thence turn left 12°23'27" and run northeasterly a distance of 136.56 feet, thence turn left 48°24'35" and run northerly a distance of 201.39 feet; thence turn right 70°34'29" and run northeasterly a distance of 109.06 feet; thence turn left 55°51'45" and run northerly a distance of 176.01 feet; thence turn left 52°28'40" and run northwesterly a distance of 33.75 feet thence turn 20°07'55" left and run northerly a distance of 192.51 feet; thence turn 03°46'22" right and run northwesterly a distance of 51.40 feet to the end of this Sanitary Sewer Right-of-Way.

LINE S-4

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northeast ¼ of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

Commence at the Southwest corner of the Southeast ¼ of the Northwest ¼ of Section 26, Township 17 South, Range 2 West thence run southeasterly 1505.27 feet along the South line of the Southeast ¼ of the Northwest ¼, of Section 26, Township 17 South, Range 2 West to a point; thence turn 90°00'00" left and run northerly a distance of 662.37 feet to the Point of Beginning of a Sanitary Sewer Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line to a southerly property line of Grantor (Map Eastwood, L.L.C.); thence turn 26°46'14" left and run northwesterly a distance of 30.27 feet; thence turn right 71°36'01" and run northeasterly a distance of 85.42 feet, more or less, to the northeasterly property line of Grantor (Map Eastwood, L.L.C.) and the end of this sanitary sewer Right-of-Way.

Also Three Parcels of Sanitary Sewer Right of Way conveyed to Jefferson County by that certain DEED OF CORRECTION recorded in BK: LR200714 Pg:29049 in the Probate Office of Jefferson County, Alabama. Said deed corrected prior deeds recorded in Deed Books: LR200707 Pg: 12037, LR200702 Pg: 14733 and LR200613 Pg: 20355.

Said Parcels of Sanitary Sewer Right of Way being more particularly described as follows:

LINE S-1

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northwest ¼ of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

Commence at the Southwest corner of the Southeast ¼ of the Northwest ¼ of Section 26, Township 17 South, Range 2 West; thence run southeasterly 1094.91 feet along the South line of the Southeast ¼ of the Northwest ¼, of Section 26, Township 17 South, Range 2 West to a point; thence: turn 90°00'00" left and run northerly a distance of 443.76 feet to the Point of Beginning of a sanitary sewer right of way

of variable widths being bounded on the westerly side by Lot 8 of Eastwood Village Subdivision, Map Book 22, Page 42 and on the easterly side by a line lying 10 feet easterly of and parallel to the following described line; thence turn 46°04'43" left and run northwesterly a distance of 100.47 feet to "Point A" for future reference; thence turn 19°22'12" right and run northwesterly or a distance 60 feet, more or less, to an intersection with an easterly projection of the northerly line of said Lot 8. At this point the sanitary sewer right of way becomes 20 feet in width, lying 10 feet each side of, parallel to, and abutting the following described line; thence continue northwesterly along the previously described course a distance of 26.99 feet to a point; thence turn 36°41'58" left and run northwesterly a distance of 382.59 feet; thence turn 00°02'22" right and run northwesterly a distance of 393.28 feet to Point "B" for future reference. Said point being a westerly Property Line of Grantor (Wal-Mart Real Estate Business Trust) and the end of the Sanitary Sewer Right of Way; thence turn 64°47'49" right and run northerly a distance of 40 feet, more or less, to the westerly property line of the Grantor (Wal-Mart Real Estate Business Trust) and the Point of Beginning of a 20 foot wide Sanitary Sewer Right of Way lying 10 feet each side of and parallel to the following described line; thence continue along the previously described course 123.30 feet; thence turn 60°19'44" left and run northwesterly a distance of 122 feet, more or less, to a westerly property line of the Grantor (Wal-Mart Real Estate Business Trust) and the end of the Sanitary Sewer Right of Way; thence continue northwesterly along the last described course a distance of 37.91 feet; thence turn 13°00'33" right and run northwesterly a distance of 30.84 feet to a point intersecting an existing 12 inch line of the Shades Creek Sanitary Sewer System; thence turn 90°00'00" right and run northeasterly along existing Shades Creek Sanitary Sewer System 37.00 feet to a westerly property line of Grantor (Wal-Mart Real Estate Business Trust) and the Point of Beginning of a Sanitary Sewer Right of Way lying 10 feet on each side of, parallel to and abutting the following described line; thence continue northeasterly along the last described course a distance of 86.0 feet; thence turn 11°07'39" left and run northeasterly a distance of 17.97 feet; thence turn 0°13'18" left and run northeasterly a distance of 221.49 feet; thence turn 30°43'15" left and run northeasterly a distance of 38.31 feet, more or less, to the northeasterly property line of the Grantor (Wal-Mart Real Estate Business Trust), and the end of said Sanitary Sewer Right-of-Way.

LINE S-2

A Sanitary Sewer Right-of-Way lying and being in the Northwest ¼ of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

Commence at Point "B" as described in the above Line S-1 for the Point of Beginning of a Sanitary Sewer Right-of-Way of variable width, being bounded on the northerly side by a northerly property Line of Grantor (Wal-Mart Real Estate Business Trust) and bounded on the southerly side by a line lying 10 feet southerly of, parallel to and abutting the following described line; thence from the previously described course turn 61°27'53" left and run westerly a distance of 40 feet, more or less, to a westerly property line of Grantor (Wal-Mart Real Estate Business Trust) and the end of this Sanitary Sewer Right-of-Way,

LINES-3

A 20 foot wide Sanitary Sewer Right-of-Way lying and being in the Northwest ¼ of Section 26, Township 17 South, Range 2 West of which the Center Line being more particularly described as follows:

Commence at Point "A" as described in the above Line S-1; thence from the previously described course turn left an angle of 133°39'56" and run southeasterly a distance of 32.40 feet to the Point of Beginning of a 20 foot Sanitary Sewer Right-of-Way lying 10 feet on each side of, parallel to and abutting the following described line; thence turn 90°00'00" left and run northeasterly a distance of 70 feet, more or less, to an easterly property line of Grantor (Wal-Mart Real Estate Business Trust) and the end of this Sanitary Sewer Right-of-Way.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2013.

MAP EASTWOOD, L.L.C., an Alabama limited liability company

Wal-Mart Real Estate Business Trust, a Delaware statutory trust
_____, Sr. Director

JEFFERSON COUNTY, ALABAMA, a political Subdivision of the State of Alabama
W. D. Carrington, President
Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 9,406' of buried and aerial cable on Virginia Drive from 15th Street to Paul Lane in Hueytown.
2. Gillespie Construction to install 2,839' of 6" water main on Crest Oval Mountain Road and Mountain High Road from 15th Street in

Bessemer.

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

Jan-31-2014-81

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Lindsey Loop Road approximately one-half mile east of Paradise Lane to remove and replace two metal storm water drainage pipes beginning Saturday, February 1, 2014 and expected to be re-opened Sunday, February 2nd.

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

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

Jan-31-2014-82

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the agreement executed on June 27, 2013, Minute Book 165, Page(s) 146-157:

- a) Bridge Replacement on BIN4911 (Minor Parkway) over Burlington Northern Railroad, Project No. BR-3713(250), JCP-37-65-14P

WHEREAS, Jefferson County and the Alabama department of Transportation (ALDOT) signed an Agreement for the construction and maintenance of projects utilizing Federal, State and/or County Funds; the Project will be funded 100% up front by Jefferson County and ALDOT will reimburse the County 80% of the costs, after payment is made to the Consultant; and

WHEREAS, the Contract Cover Sheet states "Amount of Contract: \$65,265.60", which is 20% of the total costs of \$311,328.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Contract Cover Sheet be amended and state the full amount of the contract, \$311,328.00 so that the Purchase Order may be released.

Done at the regular session of the County Commission of Jefferson County, this 31st day of January, 2014.

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

Jan-31-2014-83

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and First United Presbyterian Church - Forestdale to provide funding for the Forestdale Senior Citizen Center for FY2013-2014 in the amount of \$10,000.

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

Thereupon the Commission Meeting was recessed.

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

President

ATTEST

Minute Clerk