

STATE OF ALABAMA)

JEFFERSON COUNTY) April 10, 2014

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

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

The Commission met in Work Session on April 8, 2014, and approved the following items to be placed on the April 10, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Addendum Item 5.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 13, one additional resolution and Addendum Items 6 & 7.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 9 and one additional resolution.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 29, one additional resolution and Addendum Items 3 & 4.

Proclamation: April 13-19, 2014 as National Library Week in Jefferson County.

R E S O L U T I O N

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

WHEREAS, Frank Humber will retire, from Jefferson County as Director of Land Planning and Development Services on April 17, 2014; and

WHEREAS, Frank Humber, a native of Columbus, Georgia, has a Bachelors Degree in Political Science and a Masters in Urban and Regional Planning from the University of Tennessee; and

WHEREAS, Frank Humber is a charter member (32 years) of the American Institute of Certified Planners; and

WHEREAS, Frank Humber has lead the creation and adoption of many ordinances which include a Smart Code and Watershed based comprehensive plan for Jefferson County, the model Cell Tower ordinance, a higher-standards Floodplain Management ordinance and the development of an Erosion and Sedimentation Control ordinance that received the support of the business community as well as the environmental community; and

WHEREAS, Frank Humber lead the development of the flood mitigation plan that received the 2005 James Lee Witt Local Award for Excellence by the National Association of State Floodplain Coordinators; and

WHEREAS, Frank Humber successfully administered a ten million dollar flood mitigation program in Jefferson County wherein the county acquired and removed 120 owner-occupied houses and relocated approximately 250 people from harm's way; and

WHEREAS, Frank Humber co-chaired the Upper Cahaba Study and is a past board member of the Freshwater Land Trust; and

WHEREAS, Frank Humber has successfully negotiated ordinance revisions with multiple interested parties, including mining, cell tower, and other business interests, as well as environmental and citizen groups and neighborhood organizations; and

WHEREAS, Frank Humber is a loving husband and father and has served as a deacon at Mountain Brook Baptist Church for the past seven years.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION congratulates Frank Humber upon his retirement and we express our appreciation for his eighteen years of service to the Land Planning and Development Services of Jefferson County.

Adopted by the Jefferson County Commission in Birmingham, Alabama , a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this 10th day of April, Two Thousand Fourteen.

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

A Public Hearing was held to receive comments on the request from Michael A. Mouron for vacation of an exiting sanitary sewer easement within the former Board of Education - McElwain School property. There being no comments, the Commission took the following action.

Apr-10-2014-213

WHEREAS, Michael A. Mouron is/are the owner(s) of the land (former Board of Education - McElwain School property) abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

A part of the Sanitary Sewer as recorded in Deed Book 445, Page 199 in the Office of the Judge of Probate, Jefferson County, AL, Birmingham Division, more particularly described as follows:

A 20 foot wide easement for sanitary sewer situated in the Southeast ¼ of the Southeast ¼ of Section 27, Township 17 South, Range 2 West, and described as follows: Commence at the point of intersection of the Northwesterly right of way line of Montevallo Road and a line lying 212.36 feet North of and parallel to the South line of said Southeast ¼ of the Southeast 1/4; thence run Southwesterly along the said Northwesterly right of way line of Montevallo Road a distance of 72 feet, more or less, to the Point of Beginning; thence continue last described course 20 feet; thence angle right and run Northwesterly to a point 142 feet West of point of beginning and on said line lying 212.36 feet north of and parallel to the South line of said quarter-quarter section; thence run East along said parallel line 31 feet; thence run Southeasterly to the Point of Beginning.

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, Michael A. Mouron 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 Knight seconded by Commissioner Stephens that the above resolution be adopted. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Apr-10-2014-214

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.

Engagement Letter with Bradley Arant Boult Cummings, LLP to provide legal services in connection with the lawsuit styled *U. S. v. Jefferson County, et al.* for the period March 1, 2014 - September 30, 2014 in the amount of \$100,000.

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

Apr-10-2014-215

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

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

Apr-10-2014-216

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Carolyn B. Collins is hereby denied.

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

Apr-10-2014-217

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Teresa Young in the amount of Sixty Eight and 00/100 (\$68.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Teresa Young in the amount of \$68.00 and forward it to the County Attorney for disbursement.

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

Apr-10-2014-218

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Nicole Watters Daniels in the amount of Two Hundred Nine and 94/100 (\$209.94) 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 Nicole Watters Daniels in the amount of \$209.94 and forward it to the County Attorney far disbursement.

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

Apr-10-2014-219

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Levi Robinson in the amount of Nine Hundred Forty Eight and 44/100 (\$948.44) 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 Levin Robinson in the amount of \$948.44 and forward it to the County Attorney for disbursement.

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

Apr-10-2014-220

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Borriarc, Inc. d/b/a Transamerica Printing in the amount of One Thousand Eight Hundred Nineteen and 04/100 (\$1,819.04) 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 Bomarc, Inc. d/b/a Transamerica Printing in the amount of \$1,819.04 and forward it to the County Attorney for disbursement.

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

Apr-10-2014-221

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Mary Connolly in the amount of Two Thousand Sixty Eight and 20/100 (\$2,068.20) 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 Mary Connolly in the amount of \$2,068.20 and forward it to the County Attorney for disbursement.

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

Apr-10-2014-222

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Glenn Warren in the amount of Nine Thousand Two Hundred and 00/100 (\$9,200.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Glenn Warren in the amount of \$9,200.00 and forward it to the County Attorney for disbursement.

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

Apr-10-2014-223

WHEREAS, a manhole within Griffin Brook canal near 320 Kennilworth Drive in Homewood was damaged by flood waters and resulted in open access to the sewer line; and

WHEREAS, if repairs are not immediately initiated, this opening to the sewer within the drainage canal poses a threat to health, safety, convenience and welfare of the community and has and will cause regulatory violations.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency exists, therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to direct Baird Contracting Company, Inc., 276 Snow Drive, Birmingham, AL 35209 on a time and material basis to repair the manhole.

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

Apr-10-2014-224

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the re-appointment of Mike McClain to serve on the McCalla Area Fire District Board, for a term ending November 2018, be and hereby is approved.

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

Apr-10-2014-225

WHEREAS, in 1972 a Board was established by resolution to oversee the operation and programs of the Mount Olive Community Center; and

WHEREAS, the Board was initially setup with five (5) members and later increased to eleven (11) members; and

WHEREAS, a Board has not been appointed in recent history; and

WHEREAS, it is the intent of this Commission to reduce the Board to its original five (5) member state with current members having four (4) year staggered terms; and

WHEREAS, the new Board shall consist of only residents of the Mount Olive community; and

WHEREAS, the center may be used for community events including but not limited a senior nutrition program, quilters programs, as well as be available to the citizens of the community for rental purposes.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following be appointed to the Mount Olive Community Center Board of Directors:

<u>Member</u>	<u>Term Ending</u>
John D. House	4/2015
Lamar Southerland	4/2015
Kathy McCannell	4/2016
W. M. "Billy" Rhodes	4/2017
Samuel Bush	4/2018

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission shall be notified of any vacancy on the board so that someone may be appointed to fill the vacancy.

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

Apr-10-2014-226

WHEREAS, in 2008 the United State Congress authorized Qualified Energy Conservation Bonds (QECBs) to finance a wide range of energy conversation facilities; and

WHEREAS, the State of Alabama received \$48,364,000 in QECBs to be used to finance certain specified "qualified conservation purposes" as defined in 26 USC 54D(f), IRS Notice 2009-29 and 26 U.S.C. 54D(f); governments can finance such purposes through QECBs only if permitted under Alabama law; and

WHEREAS, based on population estimates of July 1, 2007 Jefferson County was allocated \$4,484,959 in QECBs; and

WHEREAS, the County may use the allocated QECBs in any reasonable manner under "qualified conservation purposes," and the County Commission shall determine in good faith at its discretion to waive/reallocate funds; and

WHEREAS, the County has elected not to use the QECBs and desires to reallocate to local government(s) who qualify.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that and additional \$499,959.00 be allocated to the City of Hueytown to complete projects with "qualified conservation purposes"

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

4/10/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMIN	6,900.00	1900076544
DISTRICT 1	1000849	SOPHIA'S DELI & CATERING	REIMBURSABLE EXPENSES - BROKEN GLASS	GEN SVCS: ADMIN	1,460.00	1900076543
*DISTRICT 1					8,360.00	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CLEANING SUPPLIES & CLOCKS - HWY ENG./ADMIN	R&T: HIWAY ENG & CONSTR	172.40	1900076489
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FRAMING - RETIREMENT CERTIFICATE	FLEET MGMT: ADMIN	39.48	1900076484
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MISC TOOLS & PROPANE - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	74.39	1900076478

DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE APPLICATORS RENEWAL FEE - ROBERT CARROLL	R&T: HIGHWAY MAINT-BESS	90.00	1900076525
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE APPLICATORS LICENSE FEE & SUPPLIES - BESS	R&T: HIGHWAY MAINT-BESS	197.39	1900076400
DISTRICT 2	1000193	JEFFERSON CO TREASURER	THERMOMETER, KITCHEN SUPPLIES - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	89.26	1900076499
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PHONE CHARGERS & CASES, HERBICIDE LICENSE - KETONA	R&T: HIGHWAY MAINT-KETONA	316.96	1900076501
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PHONE CHARGERS & CASES - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	104.98	1900076409
*DISTRICT 2					1,084.86	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TIRE CHAINS FOR TRANSPORT VEHICLE	SHERIFF ENFORCE-BHAM	115.99	1900075932
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EXPENDABLES FOR HOSTAGE NEGOTIATION	SHER CORRECT-BHAM	14.21	1900076053
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH - SUPPLIES NEEDED TO COMPLETE WORK	SHERIFF ENFORCE-BHAM	90.48	1900076401
DISTRICT 3	1001046	BUREAU OF NATL AFFAIRS	10984840-BNA PAYROLL LIBRARY	PAYROLL	2,680.00	1900076500
*DISTRICT 3					2,900.68	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH SUPPLIES CLEANUPS	STORM WATER MGT DEPT	40.96	1900076518
DISTRICT 4	1000578	BESSEMER FAMILY COURT	BANKING SUPPLIES AND CHARGES	FC CLERKS OFFICE	175.16	1900076407
*DISTRICT 4					216.12	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONCRETE MIX, MISSION UNIT BATTERY, V-BELT, SOLENOID	ES: PKAGE WWTP & PUMP STA	348.71	1900076491
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPARE KEYS FOR AL SEIERS	ES: CAHABA RIVER WWTP	13.40	1900076505
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPRAYERS TO CLEAN SAND FILTERS	ES: CAHABA RIVER WWTP	79.94	1900076519
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WWTP CLASS IV CERTIFICATION-MELISSA LYNN	ES: SANITATION ADMIN	60.00	1900076498
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOUSE TRAPS FOR MAINTENANCE OFFICE	ES: CAHABA RIVER WWTP	9.21	1900076404
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TELEPHONE HEADSETS	ES: ADMIN LINE MAINT	377.93	1900076411
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAMPLE BOTTLES FOR LAB	ES: CAHABA RIVER WWTP	155.52	1900076520
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BUCKETS NEEDED FOR OIL CHANGES	ES: CAHABA RIVER WWTP	31.95	1900076403
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BUG WASH, TAIL LIGHT AND DRILL BIT FOR SHOP TRUCK	ES: CAHABA RIVER WWTP	22.62	1900076405
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLEANOUT PLUG AND HOSE FOR ALUM	ES: TURKEY CREEK WWTP	40.64	1900076450
DISTRICT 5	1004733	FREEDOM REPORTING INC	JOHNNY COLE V. JEFFCO, DEPO - DR. MARTIN JONES	COUNTY ATTORNEY	89.45	1900076355
DISTRICT 5	1031971	1 ST AMERICAN TITLE INSUR	REFUND FOR OVERPAYMENT & PYMT ERR G 11-2390	FINANCE SEWER SERVICES	103.24	1900076334
DISTRICT 5	1031972	TRUSSVILLE MOB LLC C/O	REFUND FOR OVERPAYMENT & LK ADJ W0-113959C	FINANCE SEWER SERVICES	100,000.00	1900076339
DISTRICT 5	1031984	DONALD L BOYD	REFUND DUE RETIREE AFTER SON JESSIE TERMED	HUMAN RESOURCES ADMIN	142.03	1900076427
DISTRICT 5	1031988	DENNY HAMILTON	REFUND FOR OVERPAYMENT & FB W0-1821D	FINANCE SEWER SERVICES	46.16	1900076335
DISTRICT 5	1031989	KEELY LANCASTER	REFUND FOR OVERPAYMENT & FB W0-74336D	FINANCE SEWER SERVICES	11.01	1900076336
DISTRICT 5	1031991	NATHAN BROWN	REFUND FOR OVERPAYMENT & FB W0-84105 D	FINANCE SEWER SERVICES	78.90	1900076333
*DISTRICT 5					101,610.71	
**					114,172.37	

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

Apr-10-2013-227

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 03/18/14 - 03/24/14

- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TRACTOR & EQUIPMENT, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF TWO (2) TRACKHOE EXCAVATORS WITH ONE (1) SET OF ATTACHMENTS.
SAP PURCHASE ORDER # 2000078689 \$675,924.00 TOTAL REFERENCE BID # 70-14
- COOPER GREEN MERCY HEALTH SERVICES PHARMACY DEPARTMENT FROM AMERICAN BUSINESS FORMS INC DBA AMERICAN SOLUTIONS, GLENWOOD, MN, TO PURCHASE PHARMACY LABELS. PURCHASE ORDER DID NOT APPEAR ON ENCUMBRANCE REPORT DATED 3/27/14, WEEK: 3/11/14 - 3/17/14.
SAP PURCHASE ORDER # 2000078515 \$8,096.00 TOTAL
- ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM MORRIS WATER TECHNOLOGY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES.
SAP PURCHASE ORDER # 2000074173 CHANGE ORDER \$ 75.00
PURCHASE ORDER \$5,032.00 TOTAL
- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM BENCHMARK CHRYSLER JEEP INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14.
SAP PURCHASE ORDER # 2000045414 CHANGE ORDER \$10,000.00
PURCHASE ORDER \$18,000.00 TOTAL
- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TOWN & COUNTRY FORD, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075417
CHANGE ORDER \$30,000.00 PURCHASE ORDER \$50,000.00 TOTAL
- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM AUTO ELECTRIC & CARBURETOR D/B/A SOUTHERN DISTRIBUTORS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OR VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000076081 CHANGE ORDER \$15,000.00 REFERENCE BID # 202-11
PURCHASE ORDER \$27,000.00 TOTAL

7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM COBLENTZ EQUIPMENT & PARTS, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14.
SAP PURCHASE ORDER # 2000076082 CHANGE ORDER \$11,000.00
PURCHASE ORDER \$21,000.00 TOTAL
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM FLEET PRIDE INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENTS FOR THE PERIOD OF 10/01/13 - 9/30/14.
SAP PURCHASE ORDER # 2000076085 CHANGE ORDER \$10,000.00
PURCHASE ORDER \$20,000.00 TOTAL
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14.
SAP PURCHASE ORDER # 2000076088 CHANGE ORDER \$10,000.00
PURCHASE ORDER \$20,000.00 TOTAL
10. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM NOVATEC, TARRANT, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000076097
CHANGE ORDER \$12,000.00 PURCHASE ORDER \$22,000.00 TOTAL
11. ENVIRONMENTAL SERVICES: TURKEY CREEK WWTP FROM J H WRIGHT & ASSOCIATES, DAPHNE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES.
SAP PURCHASE ORDER # 2000076271 CHANGE ORDER \$ 316.50
PURCHASE ORDER \$6,349.50 TOTAL
12. COOPER GREEN MERCY HEALTH SERVICES: ADMINISTRATION FROM ADVANCED DISPOSAL SERVICES SOLID WASTE, CAROL STREAM, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MONTHLY TRASH COLLECTION SERVICE FOR THE PERIOD OF 11/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000076354
CHANGE ORDER \$12,786.27 REFERENCE BID # 164-13 PURCHASE ORDER \$27,786.27 TOTAL
13. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM KURT'S TRUCK & PARTS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14.
SAP PURCHASE ORDER # 2000076588 CHANGE ORDER \$10,000.00
PURCHASE ORDER \$17,000.00 TOTAL
14. SHERIFF'S DEPARTMENT FROM SOUTHEASTERN IMAGING GROUP, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR X-RAY TECH SERVICES FOR INMATES IN THE JEFFERSON COUNTY JAIL. SAP PURCHASE ORDER # 2000077316 CHANGE ORDER \$5,000.00
PURCHASE ORDER \$9,000.00 TOTAL
15. ENVIRONMENTAL SERVICES: TV INSPECTION DEPARTMENT FROM P & H SUPPLY COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES.
SAP PURCHASE ORDER # 2000077556 CHANGE ORDER \$ 61.92
PURCHASE ORDER \$9,471.92 TOTAL
16. REVENUE DEPARTMENT FROM NCP INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTING OF SUPPLEMENTAL TAX COUPON BOOKS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 2/01/14 - 1/31/15. SAP PURCHASE ORDER # 2000077576
CHANGE ORDER \$ 7,350.00 REFERENCE BID # 36-14 PURCHASE ORDER \$72,350.00 TOTAL
17. ENVIRONMENTAL SERVICES: PACKAGE WWTP & PUMP STATIONS FROM EQUIPUMP, CHAMPLAIN, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES.
SAP PURCHASE ORDER # 2000077798 CHANGE ORDER \$ 388.00
PURCHASE ORDER \$6,814.00 TOTAL

For Week of 03/25/14 - 03/31/14

1. GENERAL SERVICE DEPARTMENT: ADMINISTRATION FROM BUSINESS INTERIOR BY STAPLES, FRAMINGHAM, MA, TO AWARD BID FOR METAL OFFICE SYSTEMS & FURNITURE TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 4/04/14 - 3/31/15. REFERENCE BID # 144-13

2. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM DELL MARKETING LP, ROUND ROCK, TX, CONTRACT RENEWAL FOR MICROCOMPUTER & ACCESSORIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 5/01/14 - 4/30/15. REFERENCE BID # 77-13
3. COUNTYWIDE DEPARTMENTS AND ENTITIES FROM ALABAMA TITLE COMPANY INCORPORATED, BIRMINGHAM, AL, RENEWAL OF BLANKET PRICE AGREEMENT TO PROVIDE TITLE SEARCHES TO BE ORDERED ON AN AS NEEDED BASIS FOR THE PERIOD OF 3/28/14 - 3/27/15. REFERENCE RFP # 51-13
4. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES, TRUSSVILLE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GASOLINE, DIESEL AND FUEL FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075700 CHANGE ORDER \$ 119,000.00
REFERENCE BID # 106-13 PURCHASE ORDER \$3,176,978.00 TOTAL
5. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES, TRUSSVILLE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FUELING SITE MAINTENANCE FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000076279 CHANGE ORDER \$ 8,000.00
REFERENCE BID # 107-13 PURCHASE ORDER \$12,900.00 TOTAL

ADDENDUM NO. 1

For Week of 03/25/14 - 03/31/14

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT (FOR JEFFERSON COUNTY SHERIFF'S OFFICE) FROM DONOHOO CHEVROLET LLC, FORT PAYNE, AL TO PURCHASE SIX (6) CHEVY EXPRESS 1500 CARGO VANS. SAP PURCHASE ORDER # 2000078868 \$155,940.560 TOTAL
STATE OF ALABAMA CONTRACT #4012863:T191L
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM DONOHOO CHEVROLET LLC, FORT PAYNE, AL TO PURCHASE ONE (1) CHEVY EXPRESS 2500 12 PASSENGER VAN. SAP PURCHASE ORDER #2000078916 \$24,796.25 TOTAL STATE OF ALABAMA CONTRACT #4012863:T191L
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT (FOR JEFFERSON COUNTY SHERIFF'S OFFICE) FROM DONOHOO CHEVROLET LLC, FORT PAYNE, AL TO PURCHASE ONE (1) CHEVY EXPRESS 2500 12 PASSENGER VAN. SAP PURCHASE ORDER # 2000078920 \$24,517.17 STATE OF ALABAMA CONTRACT #4012863:T191L

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

Apr-10-2014-228

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION for the week of for week of 3/18/14 - 3/24/14 and 3/25/14 - 3/31/14, BE AND THE SAME HEREBY IS APPROVED.

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

Apr-10-2014-229

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week 3/18/14 - 3/24/14 and 3/25/14 - 3/31/14, be and hereby is approved.

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

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

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

STAFF DEVELOPMENT

Multiple Staff Development

Office of Senior Citizen Services

Melanie Gamble	\$231.01
Debra Greene	\$231.01
Alabama SMP Training Montgomery, AL – February 25-27, 2014	

Derry Johnson	\$310.02
Dedra Lewis	\$ 57.00
ADRC Training Montgomery, AL – February 25-27, 2014	

Derry, Johnson, Dedra Lewis & Janice Williams	\$412.00
Alabama Gerontological Society Conference Registration Montgomery, AL – April 9-11, 2014	

Derry Johnson	\$315.72
Dedra Lewis	\$315.72
Alabama Gerontological Society Lodging Montgomery, AL – April 9-11, 2014	

Tax Assessor - Bessemer

Regionald Threadgill, Angelia Bowie, Quin Hameen, Folashade Weems & Rickey Davis AATA District II Meeting Athens, AL – April 8, 2014	(State funds)	\$50.00
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Board of Equalization

Carla Thomas & Robert Key Querying Microsoft SQL Server Birmingham, AL – May 19-23, 2014	\$5,225.00
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Individual Staff Development

Inspection Services

Roger Lemley International Code Council Plan Review Institute Atlanta, GA – April 27-May 3, 2014	\$1,895.31
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Office of Senior Services

Derry Johnson Nutrition Training Montgomery, AL – March 20-21, 2014	\$149.31
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Revenue

Wes Stoudenmire CROAA Class Hoover, AL – May 7-9, 2014	\$225.00
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Joyce Harris Minimum Exam Program for Local Government Revenue Hoover, AL – May 7-9, 2014	\$225.00
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Wes Stoudenmire Contractors & Dual Business & Auto Dealers & Garages Hoover, AL – April 4, 2014	\$110.00
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Roads and Transportation

Shannon Bonham \$240.00
Alabama Vegetation Management Meeting
Tuscaloosa, AL – February 25-26, 2014

Youth Detention

Vernon Montague \$150.00
Food Safety Re-certification
Birmingham, AL – April 15-17, 2014

For Information Only

Sheriff's Office

James Perry \$1,391.60
Homicide Investigations
Jacksonville, FL – Jun 1-6, 2014

Neil Sanders \$60.00
Homicide: The Investigation Challenge
Mobile, AL – April 15-16, 2014

Jack Self \$571.02
Homicide: The Investigation Challenge
Clearwater, FL – August 24-28, 2014

Timothy Edgil \$801.13
State of Alabama Governors Preparedness Conference
Montgomery, AL – March 31-April 3, 2014

Personnel Board

Kim Kinder \$2,129.88
SHRM Annual Conference
Orlando, FL – June 22-25, 2014

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Cooper Green Mercy Health Services \$0

The Jefferson County Personnel Board has recommended changing the grade of the Clinical Nurse Practitioners from Grade 28 to Grade 31.

2. Environmental Services \$4,950,000

Decrease the legal budget to allow a reimbursement request to go to the Trustee.

Other Budget Transactions

3. Environmental Services \$176,000

Shift funds and add a purchasing memorandum to purchase network switches and licenses for the Village Creek & Cahaba River WWTP's.

4. Environmental Services \$34,800

Shift funds and add a purchasing memorandum to purchase a Konica Minolta Bizhub C654e copier and two replacement Konica Minolta Bizhub C754e copiers.

5. Environmental Services \$24,691.28

Add a purchasing memorandum to purchase a rotor gearbox.

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

Apr-10-2014-231

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 and TekLinks, Inc. to provide maintenance support for EMC DiskXtender for the period March 19, 2014 - March 18, 2015 in the amount of \$11,176.51.

CONTRACT NO.: 00003484

Contract Amendment No. II

This Amendment to Contract entered into the 24th day April of 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and TekLinks, Inc., hereinafter referred to as the "Contractor" to provide Maintenance Support for EMC DiskXtender.

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 contract amendment results from Jefferson County's Contract No. 00003484. The original contract between the parties referenced above, was approved by the Commission on April 25, 2013, MB 162, Page(s) 589-591.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: March 19, 2014 - March 18, 2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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 original contract and Amendment I remains the same.

JEFFERSON COUNTY COMMISSION

TekLinks

W. D. Carrington, President

_____, Authorized Representative

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

Apr-10-2014-232

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and TekLinks, Inc. to provide maintenance support for EMC data storage system for the period March 19, 2014 - March 18, 2015 in the amount of \$56,705.45.

CONTRACT NO.: 00005107

Contract Amendment No. I

This Amendment to Contract entered into the 24th day of April 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and TekLinks, Inc., hereinafter referred to as the "Contractor" to provide VNX5700 Data Storage Maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005107. The original contract between the parties referenced above, was approved by the Commission on May 30, 2013, MB 165, Page(s) 23-25.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: March 19, 2014 - March 18, 2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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 original contract and [sic] Amendment I remains the same.

JEFFERSON COUNTY COMMISSION

TekLinks

W. D. Carrington, President

_____, Authorized Representative

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

Apr-10-2014-233

WHEREAS, the Jefferson County Coroner's Office is mandated by the State of Alabama to provide certain services to the residents of Jefferson County, namely determining time, cause and manner of death; and

WHEREAS, x-ray equipment is required by the Coroner's office in the course of making these determinations; and

WHEREAS, the Coroner's office has received services from a vendor to maintain necessary x-ray equipment pending execution of new contracts; and

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

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

VENDOR	AMOUNT	DATE
SourceOne	\$3,800.00	October 30, 2013
SourceOne	\$3,800.00	January 4, 2014
TOTAL:	\$7,600.00	

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

Apr-10-2014-234

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 International Computer Works to provide support for the Board of Registrar's GeoElections and Map Info software for the period March 1, 2014 - February 28, 2015 in the amount of \$8,216.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and International Computer Works (hereinafter called "ICW").

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 02-28-12 at M. B. 163; Page 14-15, is hereby amended as follows:

Contract between Jefferson County and ICW is renewed for the time period March 1, 2014 through February 28, 2015 for the same amount as the current year, \$8,126.00

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

CONTRACTOR

_____, CEO

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

Apr-10-2014-235

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. Emergency Response Institute - provide an update to the Jefferson County Hazard Mitigation Plan in the amount of \$20,625
- b. ERI International, Inc. - conduct a full-scale hazmat exercise testing the Community Emergency Response Plan for Jefferson County in the amount of \$44,995.20
- c. Dasher Technologies, Inc. - provide data storage equipment, installation and support in the amount of \$26,249.81

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

Apr-10-2014-236

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. for the provision of engineering services in connection with the North Smithfield Storm Shelter. The fee for these services shall not exceed Sixty Seven Thousand Four Hundred and Twenty Five and 00/100 Dollars (\$67,425.00), and will be paid for in full with CDBG-DR federal funds. This project is from the 2013 Program Year.

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

Apr-10-2014-237

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and NHB Group, Inc. for the provision of architectural services in connection with the Concord Storm Shelter. The fee for these services shall not exceed Fifty Five Thousand Two Hundred and Forty and 00/100 Dollars (\$55,240), and will be paid for in full with CDBG-DR federal funds. This project is from the 2013 Program Year.

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

Apr-10-2014-238

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign a WIA Internship agreement with Manpower Group US Inc. for \$452,897.18. The period of performance is January 1, 2014 – August 31, 2014.

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

Apr-10-2014-239

WHEREAS, Brown Mackie College desires to provide occupational training to Dislocated Worker participants.

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

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

Apr-20-2014-240

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Gardendale for the Gardendale New Castle Park Improvements Project (CDBG13-03F-M04-NCP). There is \$181,000 in federal CDBG funds allocated to this project. This project is from the 2013 program year.

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

Apr-10-2014-241

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Homewood for the Rosedale Sidewalk Improvements Project Phase III (CDBG13-03L-M05-RS3). There is \$181,000 in federal CDBG funds allocated to this project. This project is from the 2013 program year.

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

Apr-10-2014-242

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Fairfield for the Fairfield Sidewalk Improvements Project (CDBG13-03L-M01-FSW). There is \$171,000 in federal CDBG funds allocated to this project. This project is from the 2013 program year.

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

Apr-10-2014-243

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a License between Jefferson County, Alabama and Donald Mulvehill for an unused portion of Morris Cemetery property to be used for agricultural purposes. The term of this license is three years, beginning on April 1, 2014 and ending March 31, 2017 and has a cancellation clause with thirty days written notice. A check in the amount of Two Hundred and No/100 Dollars (\$200.00) has been received from Donald Mulvehill representing the annual, paid in advance, rental payment.

LICENSE

This license is entered into on the _____ day of _____, 2014 between Jefferson County, Alabama, COUNTY, LICENSOR, and Donald Mulvehill, LICENSEE.

GRANT OF REVOCABLE LICENSE

The COUNTY, in consideration of the agreements set forth in this license is to be kept and performed by the LICENSEE, grants a revocable license to the LICENSEE to occupy and use for agricultural purposes only, including the right to fence, the following real estate located in the County of Jefferson and the State of Alabama, more particularly described as follows:

The NW 1/4 of the SW 1/4 of Section 7, Township 15 South, Range 2 West, lying westerly of Rocky Spring Branch.

DURATION

While the LICENSE granted herein is revocable by the COUNTY at any time, with or without cause, to the exclusive discretion of the COUNTY by the COUNTY's giving to the LICENSEE 30 days' notice in writing, the duration of this license shall be for 3 years from the 1st day of April, 2014, to the 31st day of March 2017, and at which time LICENSEE may request a renewal for an additional years.

ASSUMPTION OF LIABILITY

The LICENSEE hereby agrees to indemnify, and defend, and hold harmless Jefferson County, the Jefferson County Commission, and its officials and employees from and against all claims, suits, judgements and expenses, including attorney fees, for all injuries and damages, including death, whatsoever, in any way arising out this license and the use of the licensed premises by LICENSEE and LICENSEE'S employees and agents and any other individual or entity whatsoever.

NO PROPERTY RIGHTS CONVEYED

The terms conditions of this license shall be binding on LICENSEE and shall not run with the land. The permission to occupy and use the property subject to this LICENSE is personal to the named LICENSEE and shall expire in the event of his death.

Section 1. Amount of Cash

Licensing Fee and Time of Payment

The LICENSEE agrees to pay to COUNTY, as annual cash licensing fee on the above described property, the sum of Two Hundred and No/100 Dollars (\$200.00) which must be paid in advance prior to April 1st of each year of the license period.

Section 2. LICENSEE'S Duties

- A. Not to assign this license to any person or persons or sublet any part of the premises without the written consent of the COUNTY.
- B. To take proper care of all trees and vines to prevent injury to persons and property.
- C. Not to cut live trees except by permission of the COUNTY, but to use only dead or down timber not suitable for saw logs or posts.
- D. The LICENSEE will at all times protect the premises from fires and, if burning of any refuse is done upon the property, it shall be done in such a way as to protect the premises of the COUNTY from all damages.
- E. Not to break up established watercourses or ditches, or undertake any other operation that will injure said land.
- F. To prevent all unnecessary waste, or loss, or damage to the property of the COUNTY.
- G. Disking of pastures or meadowland will be allowed, but must be harrowed smooth.
- H. Pastures and hayfield will be bushogged every eight-(8) weeks during growing season.

Section 3. Default, Compensation for

Damage, Arbitration, Right of Entry

- A. The COUNTY, by the licensing of this property, does not guarantee the condition of any fencing and is not responsible to the LICENSEE for any cattle or livestock in said fence.
- B. COUNTY's right of entry at any time. The COUNTY reserves the right of itself, its employee, assigns, or prospective buyers, to enter upon said premises at any time for the purpose of viewing the same or making repairs or improvements thereon, or of plowing after severance of crops, or of seeding or applying fertilizers; the same not to interfere with the occupancy of the LICENSEE.
- C. This License Agreement is subject to cancellation at any time, with or without cause, to the exclusive discretion of the COUNTY by the COUNTY's giving to the LICENSEE 30 days' notice in writing. In the event of such cancellation, the COUNTY shall not be liable for any compensation, payment, or damages, including, but not limited to, any growing crops, which may be lost in the event of cancellation.

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement this _____ day of _____, 2014.

ATTEST:
Minute Clerk

LICENSOR
JEFFERSON COUNTY, ALABAMA
W D Carrington, President
Jefferson County Commission

WITNESS:

LICENSEE
Donald Mulvehill

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

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-4(US-78) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPAA-0004(539) Widening, Planing, Resurfacing, Loop Detectors, Permanent Traffic Stripe, Guardrail End Anchors, and Bridge Rail Retrofit along SR-4(US-78) from 19th Street in Irondale to 0.147 Miles West of I-20.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

- | | | |
|------------------|----------------------------|------------------|
| Please refer to: | Project Note Sheet | (Sheets 2L - 2Q) |
| Please refer to: | Traffic Control Plan Notes | (Sheets 2R - 2T) |
| Please refer to: | Traffic Signal Notes | (Sheets 2U-2Z) |
| Please refer to: | Traffic Control Plan | (Sheets 6 - 14) |

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway the end of the bridge, or the denied access

fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 10th day of April, 2014.

ATTEST
County Clerk

W. D. Carrington
Commission President

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 288' of buried cable at 371-395 West Park Drive in Fultondale.
2. Bessemer Water Services to install 740' of 2" water main on Roberts Lane in Concord.
3. Alabama Gas Corporation to install 215' of 15" gas main on Meadow Craft Road off Highway 79.
4. Trussville Utilities Board to install 40' of 6" gas main at the intersection of Mark Hicks Road and Cedar Mountain Road.
5. Warrior River Water Authority to install 1,100' of 3" water main at 4886 War Eagle Drive.

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

Apr-10-2014-245

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Roads and Transportation Department to temporarily close George Key Road to remove and replace a corrugated metal storm pipe beginning Monday, April 21st and expected to be reopened by the end of the day Friday, April 25, 2014, be and hereby is approved.

Temporary traffic control devices will be installed and maintained according to the Manual of Uniform Traffic Control Devices during the course of the work.

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

Apr-10-2014-246

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commissioner does hereby ratify and approve it's action taken at the Jefferson County Committee Meeting on April 8, 2014 to approve the following temporary road closures due to flooding that occurred on Monday, April 7, 2014 in Jefferson County.

- A. Lindsey Loop Road
- B. Dickey Springs Road
- C. Loggins Road approximately 450 feet from Bluff Ridge Road.

Temporary traffic control devices have/will be installed and maintained for the road closure and detour route according the Manual on Uniform Traffic Control Devices during the course of the work.

Apr-10-2014-247

WHEREAS, the Jefferson County Office of Senior Citizens Services is mandated by the State of Alabama to provide certain services

to the senior citizen population of Jefferson County; and

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

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

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

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

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

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

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

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

VENDOR	AMOUNT	PERIOD
All In One Home Health	\$6,428.00	April 1, 2014, through September 30, 2014
Rehabilitation Center	\$6,428.00	April 1, 2014, through September 30, 2014
Choice Home Care Specialist	\$6,428.00	April 1, 2014, through September 30, 2014
Home Instead Senior Care Specialist	\$6,428.00	April 1, 2014, through September 30, 2014
Home Watch Caregivers	\$6 428.00	April 1, 2014, through September 30, 2014
Stevens Home Health	\$6,428.00	April 1, 2014, through September30, 2014
Synergy Home Care	\$6 428.00	April 1, 2014, through September 30, 2014
Family Care Center Adult Day Care	\$7,000.00	April 1, 2014, through September 30, 2014
Golden Star Adult Day Care	\$7,000.00	April 1, 2014, through September 30, 2014
Birmingham Nursing	\$7,810.84	April 1, 2014, through September 30, 2014
Rittenhouse Senior Living	\$7,810.84	April 1, 2014, through September 30, 2014
TOTAL	\$74,617.68	

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

Apr-10-2014-248

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 Alabama Department of Senior Services (ADSS) to designate OSCS as ADSS's agent to perform administrative and case management services in facilitation of the delivery of services to eligible elderly and disabled residents under the Alabama Waiver Program in the amount of \$557,336.91 - revenue.

AGREEMENT BETWEEN

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

AND

(JEFFERSON COUNTY, ALABAMA) THE OFFICE OF SENIOR CITIZENS SERVICES(OSCS)

This agreement is by and between the Alabama Department of Senior Services (ADSS) and (Jefferson County, Alabama) The Office of Senior Citizens Services (contractor) regarding the provision of Medicaid home and community based services to Medicaid-eligible persons as administered by the Alabama Medicaid Agency.

WHEREAS, the Alabama Department of Senior Services and the Alabama Medicaid Agency, two agencies of the State of Alabama, have entered into an agreement to assure needed services for certain Medicaid-eligible persons requiring care; and

WHEREAS, ADSS and the contractor desire to enter into an agreement for the provision of these services in the contractor's service area;

NOW, THEREFORE, in consideration of the above premises and the mutual promises contained herein, ADSS and the contractor, intending to be mutually bound agree as follows:

1. ADSS hereby designates the contractor as its agent to be responsible for assessment evaluation and reassessments to be conducted by appropriate professionals as specified in the Waiver. Medical eligibility determinations and re-determinations will be certified by a qualified health professional and a physician licensed to practice in Alabama. Contractor shall be responsible for arranging Waiver services and ADSS

and contractor are both responsible for ongoing monitoring of Waiver services provided to Waiver clients. All such evaluations are subject to ADSS review and approval at any time.

2. The contractor will hold ADSS harmless as to any penalties incurred by reason of any noncompliance arising out of or connected with services eligibility therefore as contemplated by this agreement. Contractor will fully indemnify and reimburse ADSS for any penalties, disallowances, or other recoupment of funds from Medicaid by the federal government resulting from any condition of noncompliance which is due to any erroneous or insufficient action, or inaction by contractor. Contractor further agrees to reimburse the state share of any additional Home and Community Based Services (HCBS) expenses incurred for ADSS clients, including staff time and other costs of adjusting claims, resulting from such action or inaction, when the additional expense is incurred by Medicaid due to necessary corrective actions in response to an actual or potential federal recoupment due to fraudulent or negligent actions by the contractor or its subcontractors. Contractor acknowledges that Medicaid is responsible for monitoring all services rendered pursuant to said Waiver including audits of both program services and financial costs. Contractor further acknowledges that Medicaid may conduct audits of subcontractors and will notify subcontractors directly of its findings and that Medicaid will further provide said subcontractors the opportunity to directly request any applicable administrative procedure including a fair hearing should any action be taken which requires same.

3. The total compensation to the contractor shall not exceed the lesser of; actual allowable expenditures incurred by the contractor or the total amount of the approved budget, whichever is less. Cost incurred by the contractor shall be in accordance with 45 CFR Part 95 and the Office of Management and Budget Circular A-87 (OMB Circular A-87) as well as Alabama Medicaid Administrative Code Rule Number 560 X-36-.07.

4. The contractor shall prepare and submit a budget in accordance with ADSS procedures. The approved budget shall be the basis for the financial operation of programs described in this agreement. Amounts budgeted for each major category, administration and services, shall be subject to a maximum flexibility of +/-10% but in no event exceed the total amount of the approved budget. Budget changes in excess of +/-10% for a major category or which increases/decreases the total budget amount requires a budget revision approved by ADSS.

5. Medicaid shall make no payment for services rendered in violation of this agreement. Payments made for services rendered in violation of this agreement may be recovered through appropriate administrative and/or legal action.

6. Under no circumstances shall the commitment under this agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, Amendment XXVI. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement will be limited to the filing of a claim against ADSS with the Board of Adjustments for the State of Alabama.

7. The parties shall comply with Titles VI and VII of the Civil Rights Act of 1964, the Federal Age Discrimination Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

8. ADSS and the contractor agree to implement and maintain such services and procedures as may be necessary for the proper and orderly administration of the Waivered services program, including keeping of all appropriate records (financial and otherwise), so as to ensure the continuation of the program in accordance with the Alabama State Medicaid Plan, as authorized and limited by said Waiver, and within guidelines and regulations established or to be established by ADSS, by the AMA and by the DHHS now applicable or later made applicable to this program. The parties further agree to the division of responsibilities set out in the approved Waiver and agree to faithfully perform assigned duties on the financial basis set out herein. Said Waiver and the Medicaid Policy and Procedures Manual are adopted by reference as part of this agreement. Additional policies and interpretations related to the Waiver will be effective sixty (60) days from the date of receipt by ADSS of written instruction.

9. The contractor shall submit a written "Quarterly Cost Report" and any other reports requested in accordance with ADSS procedures. The contractor shall supply ADSS such information as shall be required by the Department of Health and Human Services (DHHS), the Alabama Medicaid Agency (AMA), and ADSS on the impact of the Waiver in accordance with a data collection plan designed by the Secretary of DHHS.

10. The terms of this agreement shall apply only to persons who require Elderly and Disabled Waiver services in the community, who are categorically eligible as identified in the Waiver, and who are served by ADSS.

11. The contractor agrees to provide those services as specified in the Waiver to all approved recipients in the type and amount as indicated on the physician-approved care plan. Contractor may subcontract for services necessary to the completion and maintenance of this agreement and to the performance of its duties under this agreement. All subcontracts must be in writing, with the subcontractors' functions and duties clearly identified, and must require the subcontractors to comply with all applicable provisions of this agreement. Contractor at all times remains responsible for performance by subcontractors. ADSS shall not release contractor from any claims or defaults of this agreement when such claims or defaults are predicated upon any action or inaction or default by any subcontractor of contractor.

12. The contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Waiver for a period of five (5) years from the date of the last payment made by ADSS to the contractor. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the five-year period, or if audit findings, litigation, or other legal action has not been resolved at the end of the five-year period, the records shall be retained until resolution.

13. The contractor agrees that representatives of the Comptroller General, the Department of Health and Human Services, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, the Alabama Medicaid Agency, ADSS, or their designee shall have the right to inspect and copy the contractor's books and records pertaining to the extent and cost of services furnished to eligible recipients. The contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. The contractor may require that a receipt be given for any original record removed from its premises.

14. This agreement is valid through September 30, 2016. Upon mutual consent of all parties, this agreement may be extended by written amendment. This agreement may be cancelled by either party at any time upon written notice to the other party giving at least thirty (30) days notice prior to any proposed termination date. This agreement may be amended upon mutual agreement of both parties.

The parties hereto expressly agree that their responsibilities to one another shall be contingent upon availability of federal and state funds as specified in the approved Waiver and that such responsibilities shall terminate if said funds cease to be available upon notice by Medicaid to contractor and contractor will be entitled to reimbursement for services provided prior to termination upon submission of a certified, itemized invoice that details the work performed prior to the termination.

16. In the event of proration of the funds from which payment under this agreement is to be made, this agreement will be subject to termination.

17. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and any implementing regulations as adopted.

18. Pursuant to Ala.Code §31-13-9(k), by signing this agreement, the 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 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. Failure to comply with these requirements may result in termination of the agreement or subcontract.

IN WITNESS WHEREOF, this agreement has been executed by ADSS and the contractor by their authorized officials.

Contractor

W. D. Carrington, President - Jefferson County Commission

ADSS

Neal G. Morrison, Commissioner

Stephanie McGee Azar, Acting Commissioner of Medicaid

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

Apr-10-2014-249

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 Alabama Department of Senior Services

(ADSS) to designate OSCS as ADSS's agent to be responsible for the activities specified in the HIV/AIDS Waiver document and in the provision of HIV/AIDS Waiver services in the amount of \$170,374.38 - revenue.

HOME AND COMMUNITY-BASED SERVICES FOR THE
HIV/AIDS WAIVER AGREEMENT BETWEEN
ALABAMA DEPARTMENT OF SENIOR SERVICES

AND

(JEFFERSON COUNTY, ALABAMA) OFFICE OF SENIOR CITIZENS SERVICES

This agreement is by and between the Alabama Department of Senior Services, hereinafter referred to as "ADSS" and (Jefferson County, Alabama) the Office of Senior Citizens Services, hereinafter referred to as "contractor" regarding the provision of Medicaid reimbursement for Medicaid-eligible persons who receive home and community-based services in accordance with the Department of Health and Human Services (DHHS) - approved Title XIX of the Social Security Act Waiver for HIV/AIDS (No. 0382), hereinafter referred to as "Waiver".

WHEREAS, the Alabama Department of Senior Services and the Alabama Medicaid Agency, two agencies of the State of Alabama, have entered into an agreement to assure needed services for certain Medicaid-eligible persons requiring care; and

WHEREAS, ADSS and contractor desire to enter into an agreement for the provision of these services in the contractor's service area;

NOW, THEREFORE, in consideration of the above premises and the mutual promises contained herein, ADSS and contractor, intending to be mutually bound and agree as follows:

1. ADSS hereby designates contractor as its agent to be responsible for the activities specified in the approved HIV/AIDS Waiver document in the provision of HIV/AIDS Waiver services.
2. ADSS hereby designates contractor as its agent to be responsible for admission, evaluation, and re-evaluation of the client's appropriateness for the Waiver by using appropriate professionals as specified in the approved Waiver. Contractor shall be responsible for arranging and the ongoing monitoring of Waiver services provided to Waiver clients. All such evaluations are subject to ADSS review and approval at any time.
3. The contractor will hold ADSS harmless as to any penalties incurred by reason of any noncompliance arising out of or connected with services eligibility therefore as contemplated by this agreement.
4. The contractor shall submit a written "Quarterly Cost Report" and any other reports requested in accordance with the ADSS procedures. The contractor shall supply the ADSS such information as shall be required by the Department of Health and Human Services (DHHS), the Alabama Medicaid Agency (AMA), and the ADSS on the impact of the Waiver in accordance with a data collection plan designed by the Secretary of DHHS.
5. Contractor will fully indemnify and reimburse ADSS for any penalties, dis-allowances, or other recoupments of funds from Medicaid by the federal government resulting from any condition of noncompliance which is due to any erroneous or insufficient action, or inaction by contractor. Contractor further agrees to reimburse the state share of any additional Home and Community-Based Services (HCBS) expense incurred for ADSS clients, including staff time and other costs of adjusting claims, resulting from such action or inaction, when the additional expense is incurred by Medicaid due to necessary corrective actions in response to an actual or potential federal recoupment due to fraudulent or negligent actions or inactions by contractor or its subcontractors. Medicaid is responsible for monitoring all services rendered pursuant to said Waiver including audits of both program services and financial costs. Medicaid may conduct audits of subcontractors and will notify ADSS directly of its findings. Medicaid will further provide ADS S the opportunity to directly request any applicable administrative procedure including a fair hearing should any action be taken which requires same.
6. The contractor shall prepare and submit a budget in accordance with the ADSS's procedures. The approved budget shall be the basis for the financial operation of programs described in this agreement. Amounts budgeted for each major category, administration and services, shall be subject to a maximum flexibility of +/-10% for a major category or which increases/decreases the total budget amount requires a budget revision approved by the ADS S.
7. The total compensation to the contractor shall not exceed the lesser of; actual allowable expenditures incurred by the contractor or the total amount of the approved budget, whichever is less. Cost incurred by the contractor shall be in accordance with 45 CFR Part 95 and the Office of Management and Budget Circular A-87 (OMB Circular A-87).
8. The ADSS and the contractor agree to implement and maintain such services and procedures as may be necessary to the proper and orderly administration of the waived services program, including keeping of all appropriate records (financial and otherwise), so as to ensure the continuation of the program in accordance with the Alabama State Medicaid Plan, as authorized and limited by said Waiver, and within guidelines and regulations established or to be established by the ADS S, by the AMA and by the DHHS now applicable or later made applicable to this program. The parties further agree to the division of responsibilities set out in the approved Waiver and agree to faithfully perform assigned duties on the financial basis set out herein. Said Waiver is adopted by reference as a part of this agreement.
9. The terms of this agreement shall apply only to persons who require HIV/AIDS Waiver services in the community, who are

categorically eligible as identified in the Waiver, and who are served by the ADSS.

10. The contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Waiver for a period of five (5) years from the date of the last payment made by the ADSS to the contractor. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the five-year period, or if audit findings, litigation, or other legal action has not been resolved at the end of the five-year period, the records shall be retained until resolution.

11. The contractor agrees that representatives of the Comptroller General, the Department of Health and Human Services, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, the Alabama Medicaid Agency, the Alabama Department of Senior Services, or their designee shall have the right to inspect and copy the contractor's books and records pertaining to the extent and cost of services furnished to eligible recipients. -The contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. The contractor may require that a receipt be given for any original record removed from its premises.

12. Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

Additionally, it is incumbent upon contractor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 U. S.C. 552a. Specifically, 5 USC 552a (i) (1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

13. The parties hereto expressly agree that their responsibilities to one another shall be contingent upon availability of federal and state funds as specified in the approved Waiver and that such responsibilities shall terminate if said funds cease to be available. In the event of proration of all the funds from which payment under this contract is to be made, this contract will be subject to termination.

14. The term of this agreement ends September 30, 2016 provided, contractor acknowledges and understands that this contract is not effective until ADSS has received all requisite state government approvals and contractor shall not begin performing work under this contract until notified to do so by ADSS. Contractor is entitled to no compensation for work performed prior to the effective date of this contract. This agreement may be renewed by agreement of all parties for subsequent approved Waiver periods subject to the extension of the Waiver by DHHS. This agreement may be canceled by either party at any time upon written notice to the other party giving at least thirty (30) days' notice prior to any proposed termination date. This contract maybe amended upon mutual agreement in writing of both parties.

15. Under no circumstances shall the commitments under this contract constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama (1901), Amendment XXVI. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, whether now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

16. Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

17. Contractor shall comply with all provisions of the attached Business Associate Addendum. (See attachment A)

18. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and any implementing regulations as adopted.

19. The parties shall comply with Titles VI and VII of the Civil Rights Act of 1964, the Federal Age Discrimination Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

IN WITNESS WHEREOF, this agreement has been executed by the contractor and the ALABAMA DEPARTMENT OF SENIOR SERVICES by their authorized officials.

CONTRACTOR

W. D. Carrington, President - Jefferson County Commission

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Todd Russell, General Counsel

(For legal compliance/form)

ALABAMA MEDICAID AGENCY

Stephanie Azar, Acting Commissioner

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

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

Apr-10-2014-250

WHEREAS, the Hoover area of Jefferson County experienced severe flooding on April 7, 2014, and sewer lines and manholes within the ravine along the rear of the properties along Creekview Drive and Swiss Lane in the Country Club Highlands of Hoover subdivision were damaged or destroyed by floodwaters, and

WHEREAS, the damage resulted in the sewer directly discharging to the unnamed tributary, and

WHEREAS, if the sewage flow is not redirected to the sewer system and repairs are not immediately initiated, this discharge of sewage to the waterway poses an immediate threat to the health, safety, convenience and welfare of the community and has and will cause Clean Water Act violations.

NOW THEREFORE BE IT BY THE JEFFERSON COUNTY COMMISSION that in light of said emergency, the Commission President is authorized to enter into a contract with CH2MHi112112 11th Avenue South Suite 320 Birmingham, AL 35205 on an hourly unit price basis to design and oversee the construction of a sewage diversion and replacement of the damaged sewer lines and manholes.

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

Apr-10-2014-251

WHEREAS, the Hoover area of Jefferson County experienced severe flooding on April 7, 2014, and sewer lines and manholes within the ravine along the rear of the properties along Creekview Drive and Swiss Lane in the Country Club Highlands of Hoover subdivision were damaged or destroyed by floodwaters, and

WHEREAS, the damage resulted in the sewer directly discharging to the unnamed tributary, and

WHEREAS, if the sewage flow is not redirected to the sewer system and repairs are not immediately initiated, this discharge of sewage to the waterway poses an immediate threat to the health, safety, convenience and welfare of the community and has and will cause Clean Water Act violations.

NOW THEREFORE BE IT BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency exists, therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to direct Russo Corporation 1421 Mims Ave. SW, Birmingham, AL 35211 on a time and material basis to construct and maintain a sewage diversion and make repairs to the damaged sewer lines and manholes.

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

WHEREAS, the Hoover area of Jefferson County experienced severe flooding on April 7, 2014, and sewer lines and manholes within Huckleberry Branch along the rear of the properties on Tyler Road near the intersection of Hackberry Lane and other portions upstream were damaged or destroyed by floodwaters, and

WHEREAS, the damage resulted in the sewer directly discharging to Huckleberry Branch at multiple points, and

WHEREAS, if the sewage flows are not redirected to the sewer system and repairs are not immediately initiated, these discharges of sewage to the waterway poses an immediate threat to the health, safety, convenience and welfare of the community and has and will cause Clean Water Act violations.

NOW THEREFORE BE IT BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency exists, therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to direct B&H Contracting, Inc 2610 Cone Drive Birmingham, AL 35217 on a time and material basis to construct and maintain sewage diversions and repair the damaged sewer lines and manholes.

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

Commission Carrington stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Brown seconded by Commissioner Knight that an Executive Session be convened. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m., Thursday, April 24, 2014.

President

ATTEST

Minute Clerk