

STATE OF ALABAMA)

JEFFERSON COUNTY) January 21, 2016

The Commission convened in regular session at the Bessemer Courthouse at 9:00 a.m., James A. Stephens, 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 Carrington seconded by Commissioner Brown that the Minutes of January 7, 2016, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

The Commission met in Work Session on January 20, 2016, and approved the following items to be placed on the January 21, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 6.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 7, excluding Item 6.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 10.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Item 1 and Addendum Item 1.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 22 and Addendum Item 2.

A Public Hearing was held to receive comments on the request from Faith Chapel Christian Center - Mary Ellen Berry, Phillip Andrews and Donald Rider, owners for vacation of an alley for construction of a storm shelter in the McDonald Chapel area. There being no comments, the Commission took the following action.

Jan-21-2016-39

WHEREAS, Faith Chapel Christian Center, Mary Ellen Berry, Phillis Andrews and Donald Rider are the owners of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

A 15 foot wide alley lying in the NE ¼ of the NE ¼ of Section 34, Township 17 South, Range 4 West and being more particularly described as follows:

A 15 foot wide alley lying between Lots 1 through 8 and Lots 17 through 24 all being in Block 1 according to the Map of Westland Heights as recorded in Map Book 2 Page 46 in the Probate Office of Jefferson County, Alabama.

WHEREAS, Jefferson County, Alabama is desirous of vacating said tract of land described above.

WHEREAS, the dedicated alley to be vacated has never been opened as a public way or maintained by Jefferson County.

WHEREAS, Jefferson County intends to use the Faith Chapel Christian Center tracts along with the vacated alley lying between said tracts for the construction of a public storm shelter.

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 the above-described property 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.

This resolution shall be recorded in the Probate Office of Jefferson County, Alabama.

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

Jan-21-2016-40

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jerome McKinstry to fill the unexpired term of Sharon Lewis on the Forestdale Fire District for the term ending September, 2016, be and hereby is approved.

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

Jan-21-2016-41

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 Max Michael, M.D. to provide medical services for the period March 1, 2106 - February 28, 2017 in the amount of \$41,600.

Contract ID: CON-00007078

Max Michael, MD

AMENDMENT I

This is Amendment I to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Max Michael, MD, hereinafter referred to as "Physician," is hereby effective on March 1, 2016 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

This is Amendment I to the contract between the parties which was approved by the Jefferson County Commission on April 9, 2015, and recorded in Minute Book 168; Page(s) 5, is hereby amended as follows:

EXTEND THE TERM:

- Extend the term of this contract to March 1, 2016 - February 28, 2017.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens, President - Jefferson County Commission

PHYSICIAN

Max Michael, MD

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

Jan-21-2016-42

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement, a Confidentiality Agreement and a License Agreement between Jefferson County, Alabama and Morris & Dickson Co., LLC to provide DQSA Trackit, a web-based software program to maintain compliance with Federal Drug Quality and Security Act of 2013 for the period October 1, 2015 - September 30, 2018 in the amount of \$9,250 (1st -\$3,250/2nd & 3rd year-\$3,000).

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

Jan-21-2016-43

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Shelby Company, LLC to provide modifications, including wall demolition, additional walls, data,

electrical, carpet and ceiling modifications, to the Personnel Board's IT Department general space configuration, 1st Floor of the 2121 Building, in the amount of \$68,454.

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

Jan-21-2016-44

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Greater Birmingham Humane Society to provide animal control services for the period February 1, 2016 - January 31, 2019 in an amount not to exceed \$450,000 annually.

ANIMAL CONTROL AND POUND SERVICES

This Agreement for ANIMAL CONTROL AND POUND SERVICES ("Agreement") is made and entered into this day of , 2016 by and between Jefferson County, Alabama (hereinafter the "County") and The Greater Birmingham Humane Society (hereinafter the "Contractor").

WHEREAS, in Invitation to Bid #04-16 (hereinafter, "Bid 04-16"), the Awarding Authority soliciting bids from interested parties in performing the services described in Bid #04-16, including, without limitation, the specifications therein;

WHEREAS, Bid 04-16 and the specifications therein are collectively referenced hereinafter as the "Bid", and its terms and conditions are incorporated herein by reference; and

WHEREAS, the services to be performed include, but are not limited to, the capture and detention of stray dogs and other animals in designated areas within Jefferson County, the detention of those animals at a facility that is owned by the Awarding Authority and located at 6227 5th Avenue North, Birmingham, Alabama (hereinafter, the "Shelter"), the operation of the Shelter, the provision of veterinarian services at the Shelter, the provision of a spay/neuter program, and the performance of certain emergency services requested by public safety officials of the Awarding Authority (collectively, hereinafter, the "Services").

WHEREAS, Contractor, which submitted the lowest responsible response to the Bid, agrees to provide, and the Awarding Authority desires that it provide, the Services pursuant to the terms and conditions in the Bid and in this Agreement.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Awarding Authority and Contractor agrees as follows:

1. Contract Documents/Precedence/Entire Agreement: The documents that comprise the Agreement consist of (i) the Bid, (ii) this Agreement for ANIMAL CONTROL AND POUND SERVICES, and (iii) the response to the Bid submitted by the Contractor (the "Bid Response", which Response is incorporated by reference). All of these documents collectively may be referenced hereinafter as the "Agreement".

In the event of any conflict in the terms of the contract documents, the order of precedence for resolving that conflict is as follows: (i) terms in this Agreement for ANIMAL CONTROL AND POUND SERVICES, (ii) terms in the Bid, and (iii) terms in the Bid Response.

The Agreement sets forth and constitutes the entire understanding between the parties with respect to its subject matter. Any prior agreements, negotiations understandings, or other matters, whether oral or written, that are not made a part of the Agreement have no force or effect. This agreement may be amended, changed or supplemented only by written agreement executed by all parties.

2. Engagement: The Awarding Authority hereby engages the Contractor, and it agrees to perform the Services, pursuant to the terms and provisions of this agreement. Except as provided in Section 4 below, Contract, at its sole expense, shall furnish all vehicles, labor, materials, tools, and equipment required to perform all Services.

3. Term/Early Termination: The term of this Agreement shall begin on February 1, 2016 and shall continue in effect for three years (3) years thereafter (the "Term").

Notwithstanding, this Agreement maybe terminated before the expiration of its Term on the occurrence of any of the following:

(a) Termination for Cause: If any party fails to perform a material obligation under the Agreement, the non-defaulting party may provide the defaulting party notice and request that it cure the deficiency (a "Default") within thirty (30) days following that notice. Further, if Contractor fails to timely cure a Default by it, the Awarding Authority shall have the right to withhold further payments for Services until Contractor cures that breach. If the defaulting party does not cure a Default within the cure period, the non-defaulting party may terminate this Agreement after the expiration of the cure period effectively immediately on provision of a termination notice.

The exercise of this right of termination shall not relieve the non-defaulting party of any liability to receive actual, direct damages sustained by virtue of the Default; or

(b) Termination by County Without Cause: Effective one (1) month after the Effective Date, the County may terminate this Agreement for its convenience without any penalty to the County by providing all parties written notice of the County's intent to terminate at least ninety (90) days before the intended termination date (a "County Termination-for-Convenience Notice").

(c) Termination by Contractor for Convenience: Effective one (1) month after the Effective Date, the Contractor may terminate this Agreement for its convenience without any penalty to the County by providing all parties written notice of the Contractor's intent to terminate at least ninety (90) days before the intended termination date (a "Contractor Termination-for-Convenience Notice").

Upon the expiration or early termination of this Agreement for any reason, the following understandings apply: (i) the obligations of the parties to each other arising from events occurring before the effective time of termination (including, without limitation, the obligation of the Authority to pay for Services and indemnity obligations of Contractor herein) shall survive termination and remain effective; and (ii) Contractor shall surrender possession of the Shelter to the Awarding Authority as provided in Section 4 below.

4. Use of Shelter: During the Term of this Agreement, the Awarding Authority hereby grants Contractor a non-exclusive license to use and operate the Shelter and surrounding grounds solely for the purpose of performing its Services.

Contractor shall not make any permanent or structural improvements or fixtures to the Shelter without the advance, written consent of the Awarding Authority. Any such improvements or fixtures that are installed by Contractor are merged into the real property and become the property of the Awarding Authority.

During the Term, Contractor, at its expense, may install removable fencing, furnishings, equipment and personal property (collectively, "Personal Property") required for its intended use of the Shelter. All such Personal Property placed in the Shelter by the Contractor shall be and remain the property of the Contractor. Awarding Authority has no obligation to insure or protect Personal Property. Contractor retains the sole risk of loss for Personal Property, and waives and releases any claim for loss or damage thereto resulting from or caused by any act or omission of the Awarding Authority. If Contractor maintains physical damage insurance with respect to its Personal Property located at the Shelter, Contractor shall cause that insurance carrier to waive all rights of subrogation against Awarding Authority.

Contractor is not obligated to insure the Shelter or any part of the realty. Except for claims caused by a party's gross negligence or willful misconduct, the parties hereby release each other and waive any claim for loss of or damage to real or Personal Property on the Premises arising out of or incident of fire, lightning, or other perils normally included in a standard "All Risk" physical damage insurance policy, whether such property constitutes the realty or personality or is in, on or about the Shelter, and whether or not such loss or damage is due to the negligence of the parties or their respective affiliates, agents, employees, guests, licensees, invitees, or contractors.

The following additional understandings apply during the Term:

(a) Contractor agrees to keep the Shelter and associated grounds in reasonably neat and clean condition at all times during this Agreement;

(b) With or without advance notice, representatives of the Awarding Authority reserve the right to enter the Shelter at any time in order to inspect its condition or observe the Contractor's operations there;

(c) Awarding Authority, at its expense, will maintain the roof, walls and structure of the Shelter in sound condition;

(d) Contractor, at its expense, will keep, repair and maintain the HVAC, plumbing, electrical and other operating systems that serve the Shelter in a reasonably sound operating condition; provided that Contractor is not obligated to totally replace any such operating system fails due to obsolescence or expiration of its useful life; and

(e) Contractor, at its expense, shall provide all of the services and utilities (including without limitation, security, water, gas, electricity and telecommunication) that it requires to perform its Services.

5. Compensation, Invoices and Payment: The compensation for services shall not exceed \$450,000.00 annually. Invoices are to be submitted within the first five (5) working days of the month for services provided in the previous month. Payments under this contract shall be made within twenty (20) days of receipt of non-disputed, properly itemized invoice with supporting documentation for contracted services rendered by the vendor during the previous month. Any amount billed other than the standard base monthly fee (hourly charge for patrol or emergency response service, etc.) must have supporting documentation to justify the charge.

The parties agree and understand that invoices will be separately billed, processed and paid based on where the Services were performed.

The total amount to be paid to the Contractor by the County for Services rendered under this Agreement shall not exceed the monthly fee bid by the vendor.

The County reserves the right to withhold payment for any Services that are not performed in conformance with this Agreement.

6. Exclusion of Consequential Damages: Each party waives and releases from another party from any claim, demand or action for consequential, special or indirect damages (including without limitation, incidental, punitive, lost profits, lost business or economic opportunity or costs of cover) if another party commits a Default or otherwise fails to perform its obligations under this agreement, or if any party exercises its early termination rights in this Agreement.

7. Indemnification:

(a) Claims by Contractor Representatives Arising from Use of Shelter. Contractor agrees to defend, indemnify, hold harmless, and release the County and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, related to, result from, or are attributable to any conditions on, in or about the Shelter, or any other sites or properties of any Awarding Authority that Contractor Representative may enter or encounter in performing its Services. The obligation under this provision includes Claims by third parties that are allegedly caused in whole or part by the negligence of an Indemnatee; provided, nothing herein shall obligate Contractor to indemnify the Indemnatee for Claims resulting from the gross negligence or willful misconduct of the Indemnitees.

(b) Claims by Parties other than Contractor Representatives: Contractor agrees to defend, indemnify, hold harmless, and release the Indemnatee from and against all Claims by any third parties (excluding any Contractor Representative) that arise out of, related to, result from, or are attributable to any negligent act, omission or conduct by Contractor or any Contractor Representative in performing its (or their) responsibilities and Services under this Agreement; provided that Contractor's indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation under this provision includes Claims by third parties (excluding any Contractor Representative) that are caused in part by the negligence of an Indemnatee; provided, nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

Contractor's Insurance:

(a) For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance:

1. Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, with policy limits of not less than \$2,000,000 combined single limit and aggregate for bodily injury and property damage, per occurrence. This insurance shall cover liability for damages for personal injury, death, property damage, vandalism, property loss and theft and also shall extend to damage, destruction and injury caused by or resulting from the acts, operations or omissions of the Contractor, and its officers, agents, employees or contractors in performing its Services.

2. Comprehensive Automobile Liability: Insurance covering owned and rented vehicles or operated by the Contractor, with policy limits of not less than \$1,000,000 combined single limit and aggregate per occurrence for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: As required by statute.

4. The County's bid number (12-76) must appear on any and all copies of the certificates of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of the Best's Insurance Reports. The Contractor may use umbrella or excess liability insurance to achieve the required coverage, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

(b) Additional Named Insured. Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the County, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of Contractor or the performance of its Services. The additional named insured endorsement shall not limit the scope of coverage to the claims against the County, resulting from vicarious liability, but shall allow coverage for the County for all Contractor operations and apply to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement form ISO, CG 2010.11 85 (or any successor form).

(c) Policies Primary. All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by any Awarding Authority.

(d) Waiver of Subrogation. Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the County, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the County. All provided herein shall not prohibit the Company or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

(e) Proof of Coverage. Before the commencement of Services hereunder, the Contractor shall provide to the Awarding Authority a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the Awarding Authority. If Awarding Authority is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, the Contractor shall, within fifteen (15) days prior to the effective

date of such cancellation or change, obtain and provide the Awarding Authority with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

9. Audit/Contractor's Retention of Records: Upon reasonable advance notice from the County, Contractor, at its expense, agrees to produce financial and records maintained by it with respect to the transactions contemplated under this Agreement and otherwise participate in a periodic audit designed by the County to evaluate whether Contractor is properly accounting or completing financial transactions that are contemplated hereunder. To facilitate any such financial audit, Contractor agrees that, for a period of no less than two (2) years following the termination of this Agreement, it will maintain all accounting, billing or other financial records (including, but not limited to, documents supporting charges to the County that Contractor generates and maintains in connection with its performance of its services hereunder.

10. Non-Discrimination: Contractor and its employees, agents, and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Services contemplated hereunder or in its own employment practices. Failure by the Contractor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the Awarding Authority deems appropriate.

11. Other Representations and Warranties:

As additional inducement for the Awarding Authority to enter this Agreement, Contractor makes the following additional representations and warranties:

- (a) that it will perform the Services in a good, workmanlike and expeditious manner;
- (b) that, if Contractor conducts business through a corporation, limited liability corporation, or other similar organization,
 - (i) it is duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and has the power to enter into and to perform and observe its agreements and covenants in the Agreement;
 - (ii) all actions required to be taken by its execute the Agreement, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body; and
 - (iii) the execution and performance of the Agreement by Contractor do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Contractor is a party;
- (c) that it has not employed or retained any firm, entity or persons to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Agreement; and
- (d) that no part of the public funds to be paid by the County pursuant to this Agreement nor any part of the Services or thing of value whatsoever purchased or acquired by Contractor with said funds shall be paid to or used in any way whatsoever for the personal benefit of any official, member or employee of any federal, state, county, or municipal government body whatsoever (or a family member of any of those governmental representatives).

12. Miscellaneous Provisions:

(a) Before commencing the Services, Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Services, including without limitation, a business license issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its Services.

(b) Throughout the Term of this Agreement, Contractor agrees to comply with all the laws, regulations and ordinances issued by federal, state or local authorities that relate to the performance of the Service (collectively, "Laws"), including, but not limited to, Laws concerning the safety, inspection, maintenance, and operation of its vehicles and other equipment used to perform the Services, and any Laws regarding the employment and payment of its employees and representatives (including payment of unemployment compensation and workers compensation).

(c) Contractor is an independent contractor. As such, the Contractor solely is obligated to pay or withhold FICA taxes, occupational taxes, and all applicable federal, state and local taxes that arise from its operations and the performance of its Services.

Contractor is not authorized to represent or hold itself out to others as an agent of the County.

This Agreement does not create any partnership, joint venture or principal-agent relationship between the Contractor and Awarding Authority. Further, the Awarding Authority does not retain control or authority with respect to the personnel that Contractor engages to perform the Services, and does not retain control over the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs the Services.

(d) The Contractor shall not assign this Agreement, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the Awarding Authority, which approval may be withheld for any reason. In no event will this Agreement be assigned to an unsuccessful bidder who was rejected because it was not a responsible or responsive bidder.

(e) The Agreement is made only for the benefit of the Awarding Authority and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(f) This agreement may not be executed in counterparts each of which when executed by the parties shall be deemed to be a complete

original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

(g) Any forbearance or delay on the part of an Awarding Authority in enforcing any of its rights under this Agreement shall not be construed as a waiver of its rights. No terms of this contract shall be waived unless expressly waived in writing. The Contractor must fully and completely comply with all the duties and obligations to be performed by it under this Agreement. Any past forbearance or waiver of any obligations of any other contractors pursuant to any similar, previous agreement is not effective or binding and will not excuse performance under this Agreement.

(h) If any provision of this contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(i) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama.

In Witness Whereof, the parties have hereunto set their hands and seals.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

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

Jan-21-2016-45

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the report from J. T. Smallwood, Tax Collector for final allowances for the uncollected balance of property taxes for the Tax Year 2014 as required by Code of Alabama, 1975 Title 40 Section 40-5-29.

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

Jan-21-2016-46

BE IT RESOLVED BY the Jefferson County Commission that the President is authorized to execute an agreement between Jefferson County, Alabama and ClasTran to provide transportation services for senior citizens for the period January 1, 2016 through September 30, 2016 in the amount of \$231,750.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through Office of Senior Services, hereinafter called "the County", and Class Tran, hereinafter called "the Contractor" for grant allocation FY 2016. The effective date of this agreement shall be January 1, 2015.

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 December 18, 2014, in Minute Book 167, Page(s) 352-355, is hereby amended as follows:

The purpose of Modification 2 is to extend the contract nine months from January 1, 2016 to September 30, 2016 and add \$231,750.00. The first quarter of FY16 allocation covered under previous 90 day extension. All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CLASTRAN

G. Fenn Church

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

Jan-21-2016-47

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Agreement with South Alabama Regional Planning Commission (SARPC) to assist older adults and person with disabilities in applying for and enrolling in the Supplemental Nutrition Assistance Program (SNAP) in the amount of \$10,000 for FY2015-2016.

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH ALABAMA REGIONAL PLANNING COMMISSION

AND

JEFFERSON COUNTY OFFICE OF SENIOR CITIZENS SERVICES

THIS MEMORANDUM OF AGREEMENT made and entered into by and between South Alabama Regional Planning Commission (hereinafter known as SARPC) and Jefferson County Office of Senior Citizens Services (hereinafter known as OSCS), for provision of professional services for the period October 1, 2015 until September 30, 2016.

WHEREAS, SARPC has identified needs for funding to increase Supplemental Nutrition Assistance Program (SNAP) enrollment among low-income older adults in Alabama; and

WHEREAS, SARPC and OSCS have statutory authority to enter into an agreement with any person, organization or group; and

NOW, therefore SARPC and OSCS intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I) Services to be Provided:

SARPC intends to use these funds for the following purposes:

1) Assist the Area Agency on Aging to assist older adults (i.e. age 60 and over) and persons with disabilities in applying for and enrolling in SNAP and other benefits with the goals of the initiative to include:

- Significantly increasing the participation of older adults in SNAP through community-based outreach and enrollment initiatives.
- Identifying, analyzing, and disseminating replicable, cost effective, and scalable strategies for senior SNAP enrollment.
- Increasing public awareness of senior hunger as an issue of national and local importance, and of SNAP as an effective strategy for reducing food insecurity among older adults.

2) Assist the Area Agency on Aging for development and implementation of this Senior SNAP Enrollment Initiative with a goal of assisting persons age 60± and persons with disabilities complete and submit SNAP applications to assist in the ability to gauge improvements in service delivery to seniors and increases the efficiency and effectiveness of the agency in their mission.

3) Manage and provide program and fiscal reports required by the Alabama Department of Human Services under the SNAP Outreach Grant. SARPC will provide OSCS with a sample time log, program report format, and budget forms for reporting.

Specific commitments by OSCS to SARPC are:

1) Provide staff to assist older adults apply for SNAP benefits, including the ability to respond to requests for assistance generated by regional or statewide outreach efforts, to include postcards, posters or brochures provided by SARPC for outreach events in OSCS's region.

2) To integrate SNAP outreach, screening and outreach into ADRC and other aging services outreach activities, resulting in SNAP outreach, screening and enrollment assistance are routinely provided by the Area Agency on Aging. SNAP outreach may be used as a lead benefit for benefit screening. To the extent possible and practical, utilize a screening and data collection tool for all clients served through this initiative such as Square One or Alabama's ADRC private label BenefitsCheckUp.

3) To plan activities with the goal of assisting 200 additional seniors, but no less than 150, to file new SNAP applications, or reenroll if benefits have lapsed. This included plans for follow-up after applications are filed.

4) Participate in grantee telephone calls, meetings and SNAP trainings provided.

5) Complete signed monthly report and time logs for staff providing SNAP outreach events, screening and enrollment or application assistance; and to submit billing to SARPC monthly if practical, but no less than quarterly with forms provided by SARPC, or similar documentation. These reports and due the 10th of the following month that services were provided.

II. Period of Agreement:

A. The term of this agreement will begin October 1, 2015 and end September 30, 2016.

III. Financial Arrangements:

A. This Agreement is conditioned on all policies and regulations of the Alabama Department of Human Resources and Food Nutrition Service of the USDA, with services on a reimbursement basis as outlined in OSCS budget, with maximum fund reimbursable under this agreement of \$10,000.

B. OSCS will submit time logs and an invoice with detailed line item expenditures on a monthly basis. Expenditures are to be consistent with the budget submitted to SARPC.

IV. Terms and Conditions:

It is understood and agreed that all terms and conditions are herein included. No oral agreements of any kind shall be binding or recognized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by their duly authorized representatives.

AGREED:

South Alabama Regional Planning Commission	Jefferson County, Alabama - Office of Senior Citizens Services
Chris Miller	James A. Stephens
Executive Director, SARPC	President, Jefferson County Commission

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

Jan-21-2016-48

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Syms Contractors, Inc. The purpose of Amendment #1 and Change Order #1 is to modify the scope of work and extend the contract 30 days for the Warrior Storm Shelter Project. The additional work shall include the installation of a natural gas generator as opposed to a diesel unit listed on the plans for this project. The cost associated with this modification shall be \$5,997.20. The total cost associated shall be \$902,997.20. The new completion date shall be February 9, 2016. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Syms Contractors, Inc., hereinafter called "the Contractor" for grant allocation PY13. The effective date of this agreement shall be February 5, 2015.

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 February 5, 2015 in Minute Book 167, Page 495, is hereby amended as follows:

The purpose of this Modification is to change the scope of work and extend the contract 30 days for the Warrior Storm Shelter Project. The additional work shall include the installation of a natural gas generator as opposed to a diesel unit listed on the drawings. The cost associated with this modification shall be \$5,997.20. The total cost associated shall be \$902,997.20. The new completion date shall be February 9, 2016. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Jarrold Sims, President

Change Order

Jefferson County, Alabama

Office of Community and Economic Development
 Project Name: Warrior Trafford Road Storm Shelter
 Project No.:

Order No.: 1

Date:

The following change(s) is (are) hereby made to the contract by and between Jefferson County, Alabama and Syms Contractors, Inc. dated February 9, 2015.

<u>Bid Item</u>	<u>Description of Changes</u>	<u>Change in Contract Amount</u>
Construction	Contractor shall furnish and install a new natural gas powered generator in lieu of a diesel tank generator, and a natural gas water heater in lieu of electric water heater	\$5,997.20
	Net Change per this Order	\$ + \$5,997.20
	Prior Contract Amount	\$ \$897,000.00
	Revised Contract Amount	\$ \$902,997.20
	Net Change in Time per this Order	40 days
	Prior Construction Duration	180 days
	Revised Construction Duration	220 days

The new completion date shall be February 9, 2016. All work performed under this change shall be in accordance with contract requirements except as modified by thi order.

Accepted by _____, Contractor Attest

Recommended by _____, Architect Attest

Approved by James A. Stephens, President, Jefferson County Commission Attest

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

 Jan-21-2016-49

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and AMT Medical Staffing to extend the terms of the agreement to January 16, 2017 to provide emergency temporary staffing personnel on an as-needed basis in an amount not to exceed \$265,000.

Contract ID: Con-00006728

Bid: 152-14

Contract Amendment No.2

This amendment to Contract by and between Jefferson County, Alabama, hereinafter called "the County" and AMT Medical Staffing hereinafter referred to as "AMT".

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 Jefferson County Commission on January 17, 2015, at MB167, Pg. 396 - 399 and previously amended on 4/23/15 at MB 168, Pg.63, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended to January 16, 2017.

- To extend the term through 1/16/2017.
- Total Compensation for the 2016 term shall not exceed \$265,000.00
- All other terms and conditions to the original contract remain the same.

Jefferson County Commission

James A. "Jimmie" Stephens, President

CONTRACTOR:

_____, AMT Representative - AMT Medical Staffing

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

Jan-21-2016-50

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and American Healthcare Resources to extend the terms of the agreement to January 16, 2017, to provide emergency temporary staffing personnel on an as-needed basis in an amount not to exceed \$35,000.

Contract ID: Con-00006732

Bid: 152-14

Contract Amendment No. 1

This amendment to Contract by and between Jefferson County, Alabama, hereinafter called "the County" and American Healthcare Resources hereinafter referred to as "AHR".

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 Jefferson County Commission on January 17, 2015, at MB167, Pg. 292 - 295, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended to January 16, 2017.

- To extend the term through 1/16/2017.
- Total Compensation for the 2016 term shall not exceed \$35,000.00
- All other terms and conditions to the original contract remain the same.

Jefferson County Commission

James A. "Jimmie" Stephens, President

CONTRACTOR:

_____, American Healthcare Representative - American Healthcare Resources

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

Jan-21-2016-51

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and the City of Pleasant Grove to provide emergency repairs to Park Road damaged by flooding on or around December 26, 2015.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, "Agreement"), entered on this, the ___ day of January, 2016, by and between the City of Pleasant Grove, Alabama, a political subdivision organized under Alabama law, by and through its Mayor, Jerry Brasseal (hereinafter, the "City"), and Jefferson County, Alabama, a political subdivision organized under Alabama law, hereinafter, the "County"), and in witnesseth hereof state as follows:

WHEREAS, that the City of Pleasant Grove is located within Jefferson County, Alabama, and located within the City are certain road and/or thoroughfares maintained by the County, as well as certain road and/or thoroughfares maintained by the City; and

WHEREAS, the City and County are contemplating and currently negotiating a Thoroughfare Agreement between the City and County, wherein responsibility for maintenance and upkeep of certain roads and thoroughfares located within the City are to be designated

to either of the entities hereto; and

WHEREAS, Park Road located within the City is anticipated to be included as a road that will be maintained by the County; and

WHEREAS, that on or around December 26, 2015, a portion of Park Road located within City was washed out and otherwise damaged as a result of heavy rain and flooding occurring at or in the immediate vicinity of the Jack's Family Restaurant located at 27 Park Road #200, Pleasant Grove, Alabama 35127, requiring the re-routing of traffic around said damaged portion of Park Road; and

WHEREAS, that the City, at its regularly held City Council Meeting occurring on or about January 4, 2016, has declared that the damage to said portion of Park Road to constitute an emergency requiring immediate action to protect the health, safety and welfare of the citizens and residents of the City and the County traversing said Road; and

WHEREAS, in order to quickly facilitate the repair of said damaged portion of Park Road, the City has agreed to remediate the damage, through the cooperation and coordination of the Engineers for the City and the County, and the County in turn has agreed to reimburse the City for the costs of remediating the damaged portion of Park Road; and

WHEREAS, the parties hereto are desirous to enter into this Memorandum of Understanding to accomplish the repairs to the damaged portion of Park Road, while also setting forth the understanding of the parties as to the future maintenance of Park Road.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises contained herein, the undersigned, on behalf of their respective political subdivisions, do hereby covenant, represent, warrant and agree as follows:

1. That the City shall advance the expense of repairing and remediating the damaged portion of Park Road, by and through the coordination and cooperation of the City's Engineer, Frank Spencer, and the County's Engineer, Tracy Pate. Prior to the award of any contract by the City, the parties shall mutually agree upon the scope of said repair and remediation, including the expected and reasonable cost thereof.
2. That the County, within Forty-Five (45) Days of the receipt of invoices and supporting documentation from the City shall reimburse the City One-Hundred (100%) Percent of the costs and/or expense expended by the City in repairing and remediating the damaged portion of Park Road as agreed upon by the parties herein, including all engineering, labor, material or other necessary costs actually expended.
3. Without limiting the foregoing, the parties hereto expressly agree that the action of the City in repairing and remediating said damaged portion of Park Road shall not constitute an admission nor acknowledgment by the City that Park Road is a City road and/or thoroughfare, it being agreed that Park Road is a County road and/or thoroughfare for which the County acknowledges by its signature hereto that it is currently, as well as into the future, responsible for its upkeep and maintenance.
4. It is further expressly stipulated and agreed that the terms of this Agreement shall be governed in all respects by the laws of the State of Alabama. If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable under present and/or future laws, then the remainder of this Agreement shall not be affected thereby, and in lieu of such clause or provision of this Agreement which is deemed illegal, invalid, or unenforceable, there shall be added, as part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and as may be legal, valid, and enforceable.
5. This Agreement contains the entire agreement between the parties regarding the matters addressed in it, and any and all prior agreements are merged herein, and it shall be binding on all the parties hereto and inure to the benefit of all agents, officers, servants, principals, employees, heirs, successors, assigns and any and all persons, or entities connected to each party hereto.

James A. Stephens, As President of the Jefferson County, AL Commission

Jerry Brasseal, As Mayor of the City of Pleasant Grove, AL

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

Communication was read from Roads & Transportation recommended the following;

1. Trussville Utilities Board to install 102' of 6" gas main at 1875 Center Point Parkway at Polly Read Road.
2. AT&T Corporation to install 333' of buried cable and bore 58' of conduit at 4401 Pinson Main Stet in Pinson.
3. Birmingham Water Works Board to install 120' of water main along Kermit Johnson Road in Bradford.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to the 2014 Sanitary Sewer Repair and Replacement, Contract 1 between the Jefferson County Commission and Global Construction & Engineering, Inc. Change Order No. 1 increases the contract amount from \$2,039,399.10 to a not to exceed amount of \$2,076,152.10 and increases the contract time from 270 calendar days to 470 calendar days.

Change Order No. 1

CHANGE ORDER NO. 1

PROJECT: 2014 Sanitary Sewer Repair and Replacement, Contract 1
 DATE OF ISSUANCE: August 21, 2015
 OWNER: Jefferson County Commission
 OWNER's Project No.:
 CONTRACTOR: Global Construction & Engineering, Inc.

You are directed to make the following change(s) in the Contract Documents:

Description:

The following table outlines each change and the credit to be applied for each item.

Change Order Number 1	Total Cost
	\$000 =
	Additional
	(\$000) = Credit
1 Pavement Milling	\$5,250.00
2 Pavement Replacement, in Kind	\$16,150.00
3 Driveway Replacement, In Kind	\$3,640.00
4 Clean up, Seeding & Fertilization of Right of Way	\$405.00
5 Manhole Installation, 48" Diameter Pre-Cast Concrete	\$2,204.00
6 Grout Fill of Abandoned Sewer Line, 10" Diameter	\$2,200.00
7 Lakeshore Parkway - Times & Materials	\$6,904.00
Original Contract Price	Original Contract Time
\$ 2,039,399.10	270 Calendar Days
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ 36,753.00	200 Calendar Days
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
\$ 2,076,152.10	470 Calendar Days

This Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact costs.

RECOMMENDED	APPROVED	ACCEPTED
_____	James A. Stephens, President	_____
Engineer (Authorized Signature)	Jefferson County Commission - Owner)	By: (Authorized Signature)

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Amendment No. 1 between Jefferson County and Accelerated Technology Laboratories, Inc., in the amount of \$13,910.40 for Laboratory Management Software Support.

Name / Address
 Jefferson County
 Department of Environmental Services

Attn: Glenda Smith
 716 Richard Arrington Jr. Blvd., Room 830
 Birmingham, AL 35203

Quotation

Date	Quotation #
10/20/2015	15786
Phone #	Fax #
(910) 673-8165	(910) 673-8166

Description	Qty	Cost	Total
ATL Gold Support (1 year from Installation Date) - Includes LIMS account manager, Unlimited Technical Support via a toll-free number, Programming Support (2 hours included at no charge), Dial-in Remote Support (available at a reduced rate from Silver), Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit and Sample Master@ Solutions Newsletter Support Period: 12/15/15 through 12/15/16	1	17,418.06	17,418.06
Special Discount		-3,507.66	-3,507.66
This Quote shall be valid for 60 days		Total	\$13,910.40
		Sales Tax (0.0%)	\$0.00
Approved By:		TOTAL	\$13,910.40

Devender Gandhi
 Senior Director, New Global Account Relationships
 Thomas A. McLean, Accounts Manager
 Accelerated Technology Laboratories, Inc.

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

Jan-21-2016-54

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and SKS Corporation regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the day of , 20 , by and between JEFFERSON COUNTY, ALABAMA (the "County") and SKS Corporation (the "Owner").

RECITALS:

Owner is the owner of real property being the J. Clyde's Lounge located at 1316 Cobb Lane, Birmingham AL 35205, more particularly described as Lot 4 A of A Resurvey of Lots 3 & 4 Block 768, Birmingham Survey, recorded in Map Book, 151 Page 90, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Owner has constructed a one story brick building with support footings. Itemized items installed inside the building are as follows: a three bowl commercial sink, commercial dishwasher with attached sink, HVAC vent and ductwork in ceiling, wall mounted heater, refrigerated cabinet on wheels, food preparation cabinet on wheels and a ceramic mop basin all over and adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (as shown on Exhibit "Map", attached collectively, the "Improvements"), for the purpose of serving the J. Clyde's Lounge. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

- In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the

reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

SKS Corporation

Kathy L. Clayton, President

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

Jan-21-2016-55

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of David and Aimie Marshall is hereby denied.

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

Jan-21-2016-56

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Keith Crumpton in the amount of One Thousand One Hundred Ninety Eight and 00/100 (\$1,198.00) 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 Keith Crumpton in the amount of \$1,198.00 and forward it to the County Attorney for disbursement.

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

Jan-21-2016-57

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Charles N. Falany in the amount of Nine Thousand Four Hundred Sixty and no/100 (\$9,460.00) 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 Charles N. Falany in the amount of \$9,460.00 and forward it to the County Attorney for disbursement.

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

Jan-21-2016-58

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

Agreement with Roger Tyree to provide GED educational services to inmates in the amount of \$36,000.

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

Jan-21-2016-59

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges that covenants have been filed on the following rezoning case(s).

Z-2015-025 Estate of D.W. Segars, owners; Pamela Segars Morris, estate administrator; Lee Mitchell, agent requests a change of zoning on Parcel ID# 31-08-4-010-008.000 in Section 08 Twp 18 South Range 5 West from R-2 (Single Family) to C-1 (Commercial) for a gas station and convenience store offering the sale of beer and wine for off-premise consumption. (Case Only: 7108 Warrior River Road, Bessemer, AL 35023)(ROCK CREEK)(1.46 Acres M/L)

RESTRICTIVE COVENANTS: 1. All site lighting shall be directed downward; 2. The access and all improvements at the intersection will be approved by the Department of Roads and Transportation; and 3. The slope at the rear of the property shall be permanently stabilized.

Z-2015-030 Sterling Lakes Holding I, LLC, owners; Joseph Miller, HI, agent; requests revisions to existing restrictive covenants and conditions imposed in a previous zoning case (Z-2014-026) to allow a residential subdivision with joint driveways in accordance with an approved preliminary plat for the development. Property zoned R-1 (Single Family) with covenants. Parcel ID# 41-06-2-001-008.001 in Section 06 Twp 20 South Range 3 West. (Case Only: 3860 Guyton Road, Bessemer, AL 35244)(MORGAN)(13.6 Acres MIL)

RESTRICTIVE COVENANTS: 1. Each driveway shall be indicated on the final subdivision plat and shall meet sight distance requirements for the posted speed of the road; 2. Lots fronting Guyton road shall have joint driveways to be approved by the Department of Roads and Transportation; 3. All lots fronting Guyton Road shall have turnarounds on driveways; 4. The "Water Quality and Conservation Area" indicated on the site plan presented at the December 11, 2014 Planning and Zoning Commission hearing is to be platted as such (or as permanent open space) and shall not be reconstructed as a lake; said area is to be owned and maintained by an established homeowners' association or a conservation entity.

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

Jan-21-2016-60

WHEREAS, the polling location, Precinct 4120, Clearview Baptist Church, located at 5271 Old Springville road, Birmingham, AL, is no longer able to serve as a polling precinct; and

WHEREAS, the Grace Community Church, located at 2165 Old Springville Road, Birmingham, AL 35215, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Clearview Baptist Church be relocated to Grace Community Church.

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

Jefferson County Commission
Unusual Demands
1/21/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001004	COMMISSION DISTRICT 4	126902	T JOE KNIGHT	Joe Knight reimbursable for September 14-17 travel	284.17	142220	2449
TOTAL					284.17		
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 225877	1097.95	142149	2428
TOTAL					1097.95		
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	PROF. ENGINEERS & LAND SURVEYORS LICENSE RENEWAL	100.00	138343	1816
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	change in per diem rate effective 10/1/2015	32.50	138836	1892
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH REIMBURSEMENT FOR BENNY SORRELL	15.98	140873	2196
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH REIMBURSEMENT- BENNY SORRELL- BATTERIES	5.50	141316	2278
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	accessories for camera needed immediately on site	32.98	141781	2342
TOTAL					86.96		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	SERVICE CALL AT FORESTDALE SUB STATION	277.36	141714	2331
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SAFETY CHAINS FOR LIGHT FIXTURES	31.91	141722	2331
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE 4-SHEETS OF SHEETROCK AND WALL ANGLE	45.09	142152	2429
TOTAL					354.36		
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	BREACHERS TAPE	70.53	141200	2251
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	ANTIFREEZE	23.98	141201	2251
TOTAL					94.51		
10004200	YOUTH DET ADMIN	100193	JEFFERSON CO TREASURER	Food/Supplies for Residents	233.03	142060	2406
TOTAL					233.03		
10004210	YOUTH DET CUSTODY	100193	JEFFERSON CO TREASURER	Food/Supplies for Residents	233.03	142060	2406
TOTAL					233.03		
10004400	INSPECTION SERV	133465	EUBANKS ELECTRIC INC	PAID TOO MUCH FOR PERMIT 150699E	30.00	141204	2255
TOTAL					30.00		
10006311	FAMILY COURT INTAKE	133397	RAYMOND P. CHAMBLISS	Reimburse non-employee travel from grant funds	2583.95	141859	2363
TOTAL					2583.95		
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL FEE, HALOGEN LIGHT, INK CARTRIDGES	146.61	141881	2365
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	PHONE CASES, CLOCKS, BATTERY - KETONA	90.01	141986	2378
21305600	R&TRANS MNT KET	100193	JEFFERSON CO TREASURER	BATTERIES FOR BARRICADES	237.01	142148	2427
TOTAL					473.63		
21401301	BD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	PETTY CASH-SELF-CAR WASH	7.00	137349	1620
21401301	BD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	PETTY CASH- A SELF-CAR WASH	6.00	140831	1620
TOTAL					13.00		
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	anitifreeze	3.19	140650	2166
TOTAL					13.19		
60407100	ESD GEN ADM	100193	JEFFERSON CO TREASURER	ENGINEERS & LAND SURVEYORS LICENSE-TONYA KELLEY	100.00	141338	2281
60407100	ESD GEN ADM	100193	JEFFERSON CO TREASURER	ASCE MEMBERSHIP RENEWAL FOR CEDRIC HAYDEN	240.00	141778	2338
60407100	ESD GEN ADM	100193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR PE LICENSE RENEWAL - EMILY KEMP	100.00	141935	2372
60407100	ESD GEN ADM	100193	JEFFERSON CO TREASURER	ONLINE SERVICES ASBL PROF. ENG./LAND SURVEYORS	100.00	141993	2380
60407100	ESD GEN ADM	100193	JEFFERSON CO TREASURER	PLUMBING LICENSE RENEWAL FOR TERRI PTOMEY	150.00	142192	2442
TOTAL					690.00		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	V-BELT;BATTERY;SUPER HC V-BELT;	306.58	141578	2317
TOTAL					306.58		
60407250	SEWER LINE MAINT ADMIN	100193	JEFFERSON CO TREASURER	FLAG FOR THE FLAG POLE AT SHADES DISPATCH OFFICE	24.98	140536	2145
TOTAL					24.98		
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	M/H SOCKET	6.99	141786	2346
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	EASEMENT KEYS	5.46	141792	2348
TOTAL					12.45		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	WEF MEMBERSHIP FEES	170.00	142039	2398
TOTAL					170.00		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	This is two shower head replacements	34.14	141439	2297
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	DESK CALENDARS AND LOG BOOK/ LADONNA COALBURN	53.98	141936	2373
TOTAL					88.12		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash	65.95	140883	2202
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	Phone case for new cell phone	48.26	141224	2259
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	phone case for shift supervisor new county phone	39.99	141308	2275
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash	10.06	141529	2307
TOTAL					164.26		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Coil cleaner, Relay, Sprayer	105.97	137038	1565
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	ADEM Wastewater Grade IV Recert	60.00	141382	2286
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	J Hook 3/4 W/Batwing	17.02	141539	2310
TOTAL					182.99		
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	PLMBR & GAS LICENSE;MEDICAL SUPPLIES;ADAPTER;BUSHI	197.80	141148	2238
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	8 TRUCK KITS PERTAINING MEDICAL SUPPLIES;	462.21	141149	2239
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	TEE;ELLBO;REPAIR KIT;VALVE REMOVER;LICENSE REIMBER	451.79	141582	2320
TOTAL					1111.80		
70204500	EMA	100193	JEFFERSON CO TREASURER	EMA PETTY CASH	602.46	141196	2248
70204500	EMA	103144	HOMEWOOD FIRE & RESCUE	REIMBURSEMENT PAYMENT FOR TRAINING	1950.00	142325	2481
70204500	EMA	120562	BESSEMER FIRE DEPARTMENT	REIMBURSEMENT TO CITY OF BESSEMER	670.15	142122	2417
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT TO ALABAMA FIRE COLLEGE FOR TRAINING CLASS	295.00	142125	2418
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT FOR TRAINING CLASS FOR VESTAVIA	590.00	142126	2419
70204500	EMA	128974	CALERA FIRE DEPARTMENT	PAYMENT FOR PURCHASES FROM GRANT	4248.93	142288	2475
70204500	EMA	128974	CALERA FIRE DEPARTMENT	PAYMENT FOR TRAINING CLASS	1000.00	142307	2479
TOTAL					13356.54		
GRAND TOTAL					\$ 21,705.50		

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

Jan-21-2016-61

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING PURCHASING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

FOR WEEK OF 12/29/15 - 1/4/16

NO PURCHASING ITEMS TO REPORT.

FOR WEEK OF 1/5/16 - 1/11/16

1. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL BID AGREEMENT RENEWAL FOR FOOD SERVICE DISPOSABLE SUPPLIES FOR THE PERIOD OF 12/18/16 TO 12/17/17. (FINAL RENEWAL) REFERENCE BID # 147 – 14
2. COOPER GREEN MERCY HEALTH SERVICES (PHARMACY) FROM MORRIS & DICKSON, SHREVEPORT, LA FOR THE PURCHASE OF PHARMACEUTICAL SUPPLIES FOR THE PERIOD OF 10/01/15 – 9/30/16.
REFERENCE MUNIS CONTRACT NO. – 20160249 REFERENCE CLARITY CONTRACT NO. – 00004813
TOTAL ANNUAL EXPENDITURE: \$5, 265, 000.00

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

Jan-21-2016-62

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/29/15 - 1/4/16 and 1/5/16 - 1/11/16, BE AND HEREBY IS APPROVED.

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

Jan-21-2016-63

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement with closing dates of October 26, 2015 and November 25, 2015.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Anita Andrews	\$774.89
Penny Nunnelley	\$774.89
Basic Mapping	
Montgomery, AL – April 12-15, 2016	

Community and Economic Development

Keith Strother	\$816.74
Deborah Sasser	\$816.74
Smart Financial Grants Management	
Atlanta, GA – January 31 – February 3, 2016	

Roads and Transportation

Shannon Bonham, Lee Baldwin, Jeremy McAlpine, Chuck Bartlett, Gary Mayfield, Mike Crane, Shawn Cato, Steven Kilgore, Mike Mitchell, David Reynolds, Roger Gossett, Robert Carroll, Robert Ryan, Chris Hayes, Adam Laney, Stephen Goodwin, Gary Cochran and Bobby Eaton	\$1,620.00
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Alabama Vegetation Society Tuscaloosa, AL – February 23-24, 2016	
Tax Assessor - Birmingham John Powe	\$1,315.78
Gaynell Hendricks Intermediate Mapping Mobile, AL – January 30 – February 3, 2016	\$1,527.71
Individual Staff Development	
Board of Equalization Keith Fravert	\$315.36
Alabama Certified Appraiser Exam Montgomery, AL – March 11-18, 2016	
Budget Management Office Tracie Hodge	\$2,406.84
GFOA Annual Conference Toronto, Ontario – May 22-25, 2016	
Community and Economic Development Frederick Hamilton	\$1,652.57
WIOA National Convention Washington, DC – January 25-28, 2016	
County Manager Dan Biles	\$1,739.03
ICMA Southeast Regional Summit Savannah, GA – March 30 – April 2, 2016	
Revenue Travis Hulsey	\$857.20
GFOA Conference Tuscaloosa, AL – February 3-5, 2016	
Darrick Williams	\$150.00
Certified Revenue Examiner Class Hoover, AL – September 11, 2015	
Charles Bell	\$2,626.12
Tax Audit Orlando and Coral Gables, FL – January 30 – February 6, 2016	
Bruce Thompson	\$1,584.00
Tax Audit Atlanta, GA – February 14-19, 2016	
Tax Assessor - Bessemer Cindy Jinks	\$308.42
ACA Exam Auburn, AL – March 17-18, 2016	
Tax Assessor - Birmingham Steve Jones	\$1,066.57
Advanced Mapping Montgomery, AL – January 31 - February 5, 2016	
For Information Only	
Emergency Management Agency Bob Ammons	\$705.28
Debris Management Emmitsburg, MD – February 7-12, 2016	
Personnel Board Jim Greene	\$85.50
Career Fair February 18-19, 2016	
Jim Greene	\$134.47
Career Fair Auburn, AL – February 17-18, 2016	
Sheriff's Office Kyomi Coleman	\$160.00
Alabama A&M Career Fair Normal, AL – February 4, 2016	

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

Commissioner Stephens 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 involving Jefferson County and controversies imminently likely to be litigated.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, February 4, 2016.

President

ATTEST

Minute Clerk