

STATE OF ALABAMA)

JEFFERSON COUNTY) September 10, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:07 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 Knight that the Minutes of August 27, 2015, be approved.

Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

The Commission met in Work Session on September 9, 2015, and approved the following items to be placed on the September 10, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 9.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 12.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 22 and Addendum Items 4 and 5.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 8, excluding Item 5 and Addendum Item 5.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 27.

PROCLAMATION

WHEREAS, it is the policy of the Jefferson County Commission to recognize individuals that impact our community and the lives of our citizens for the better, and

WHEREAS, on February 2, 2015, God, in the body of J. D. Jackson stood affront a gun wielding young man as he attempted to rob Mrs. Mary Finch and surely impacted her life and possibly saved her life; and

WHEREAS, , this man of God risked his life, and was even shot, but might be credited for stopping the crimes of what was believed to be a group of criminals on a home invasion spree that spread from Northport to Tuscaloosa to Birmingham; and

WHEREAS, Mr. J. D. Jackson was born October 28, 1957 in Birmingham, Alabama, educated in the Birmingham school system arid went on to graduate from Samford University with a double major in History and English. He later earned a Master's Degree in History at the University of Alabama at Birmingham (UAB); and

WHEREAS, , Mr. J. D. Jackson is a former United States Marine and Gulf War veteran, an ordained Baptist minister, a poet, a soloist, a journalist, a historian, and an African-centered lecturer As a lecturer, Mr. Jackson has lectured at schools and libraries, churches and prisons and has been a frequent guest on radio talk shows. As a journalist and historian Mr. Jackson has been published in hard copy and internet newspapers, news magazines, and historical journals across the United States. Currently, he is writing at least two books on historical issues and people. Mr. Jackson has served as a public school teacher for over twenty years and an adjunct professor of History at UAB for ten years; and

WHEREAS, we look to the future, with faith, that God will continue to bless Mr. J. D. Jackson. When we think of him we are reminded of the parable in the Bible of the Good Samaritan, Luke 10:36,37 "Which now of these three, thinkest thou, was neighbor unto him fell among the thieves? And he said, he that shewed mercy on him; Then said Jesus unto him, Go, and do thou likewise". Mr. Jackson didn't turn his head to one in trouble.

NOW THEREFORE, UPON RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT PROCLAIMED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA THAT MR. J. D. JACKSON EXEMPLIFIES THAT WHICH WE WISH WAS IN EVERY MAN.

Signed by the Jefferson County Commission on the 16th day of July, 2015.

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

A Public Hearing was held to receive comments on the Economic Development Agreement with Publix Super Markets, Inc. There being no comments, the Commission took the following action.

Sep-10-2015-811

This Resolution is made this day of September , 2015, by the Jefferson County Commission (the County), to grant a tax abatement and other economic incentives to Publix Super Markets, Inc. (Publix).

WHEREAS, Publix has announced plans for a new distribution center located at Jefferson Metropolitan Park (located within unincorporated Jefferson County); and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-913-1, et seq., Code of Alabama 1975) (the Act), Publix has requested from the County an abatement of: all state and local non-educational property taxes; all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and, all mortgage and recording taxes; and

WHEREAS, Publix has requested that the abatement of state and local non-educational property taxes be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the County has considered the request of Publix and the completed applications filed with the County by Publix, in connection with its request; and

WHEREAS, the County has found the information contained in Publix's application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the Project will involve a capital investment of \$34,320,000; and

WHEREAS, Publix is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Economic Development Agreement; and

WHEREAS, the County represents and warrants to Publix that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Economic Development Agreement; and

WHEREAS, Jefferson County is authorized under Amendment 772 of the Alabama Constitution to grant public funds for economic development of the County if the expenditure of public funds serves a valid and sufficient public purpose; and

WHEREAS, Publix is purchasing property in the Jefferson Metropolitan Park located in the County (the "Project Site") and plans a new distribution center (the "Project" located at the Project site; and

WHEREAS, the Project will involve an anticipated investment from Publix of \$34,320,000 and is expected to result in the creation of 200 new jobs within the County over the next three (3) years which will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County; and

WHEREAS, it is projected that the County will also gain \$2,370,508 in educational tax revenue from the Project over a ten year period; and

WHEREAS, an assessment and evaluation required by the County's Fiscal Policy has been performed and on August 30, 2015, a notice was published in the *Birmingham News* which newspaper has the largest circulation in Jefferson County, Alabama, at least seven (7) days prior to this regularly scheduled Commission Meeting on September 10, 2015, at 9:00 a.m., as required by Amendment 772 of the Alabama Constitution. (A copy of the publication is attached hereto as Exhibit A.)

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

Section 1. Approval is hereby given to the application of Publix and abatement is hereby granted of: all state and local non-educational property taxes; all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and, all mortgage and recording taxes; as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the County is authorized to enter into an economic development agreement with Publix to provide

for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to Publix to deliver to the appropriate local taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the County is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to enter into a Development Agreement with Publix to provide economic incentives of \$400,000 to be paid over a ten (10) year period contingent on the completion date of the Project and the hiring of up to 200 full time employees over the ten (10) year period at the Project Site as fully set forth in the Development Agreement.

The public benefits sought to be achieved by the proposed grant of public funds are capital expenditures by Publix within the County; the promotion, advance and growth of the economic development of the County; as well as the prosperity and welfare of its citizens, the creation of new jobs and tax revenues to the County, the foregoing being direct benefits to the County and its residents. The expenditures of public funds will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities. For purposes of Amendment 772 to the Constitution of Alabama of 1901, the entity to whom or for whose benefit the County is lending its credit or grant funds or things of value is to Publix.

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement is made and entered into as of this 10th day of September, 2015, by and between Jefferson County, Alabama (the County), an Publix Super Markets, Inc. (Publix), its successors and assigns.

WHEREAS, the County enthusiastically supports and encourages economic and industrial development in order to develop a solid and diverse local economy, to increase employment opportunities, to broaden the County's tax base, to increase revenues and to provide necessary and improved services to the citizens of the County; and

WHEREAS, Publix has announced plans for a new project, located within the jurisdiction of the County (the Project); and

WHEREAS, the Project's North American Industry Classification System (NAICS) Code, 493110, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), Code of Alabama 1975, as amended; and

WHEREAS, Amendment No. 772 of the Constitution of Alabama (1901) (Section 94.01(a) of the Recompiled Constitution of Alabama, hereinafter referred to as "Amendment 772"), authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any business entity for the purpose of promoting the economic and industrial development of the County; and

WHEREAS, the Project is estimated to be completed by the 31st day of December, 2016; and

WHEREAS, the Project will be located in the unincorporated portion of the County of Jefferson at the Jefferson Metropolitan Park; and

WHEREAS, the Project will involve an anticipated investment from Publix of \$34,320,000 and is expected to result in the creation of 200 new jobs within the County over the next three (3) years which will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County; and

WHEREAS, it is projected that the County will also gain \$2,370,508 in educational tax revenue from the Project over a ten year period; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq., Code of Alabama 1975) (the Act), Publix has requested from the County an abatement of:

1. All state and local non-educational property taxes,
2. All construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education, and/or
3. All mortgage and recording taxes; and

WHEREAS, the County has considered the request of Publix and the completed applications filed with the County by Publix, in connection with its request; and

WHEREAS, the County has found the information contained in Publix's application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community support an abatement of taxes and economic incentives; and

WHEREAS, in compliance with Amendment 772, the governing body of the County approved at a public meeting on September 10, 2015, a resolution containing a determination by such governing body that the expenditure of public funds as set forth herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, in compliance with Amendment 772, at least seven (7) days prior to the aforementioned public meeting, the County did cause to be published in the Birmingham News, the newspaper having the largest circulation in the County, a notice describing in reasonable

detail the action proposed to be taken at such public meeting, a description of the public benefits sought to be achieved by the action, and identify each individual, firm, corporation, or other business entity to whom or for whose benefit the County proposed to lend its credit or grant public funds or thing of value; and

WHEREAS, to induce Publix to develop the Project on the Project Site, the County has agreed to provide certain incentives to Publix in the form of County Assistance, as defined herein; and the County desires to have Publix locate its operations in the County by undertaking the Project; and

WHEREAS, as a result of the County's inducements to be provided in the form of tax abatement and County Assistance, Publix has decided to undertake the Project; and

WHEREAS, the County finds it necessary, proper and in the public interest in accordance with Amendment 772, that the County should enter an Agreement with Publix pursuant to which Publix will undertake the Project and the County will provide the County Assistance in support of the Project in accordance with the terms and conditions of this Agreement, which will promote the economic and industrial development of the County and accordingly is for a public purpose and is authorized by, consistent with, and in furtherance of the objectives of Amendment 772 and § 40-9B-1, et seq.; and

WHEREAS, the County does hereby ascertain, determine, declare and find that the development and implementation of the Project with the County Assistance in support of the development and implementation of the Project provided in this Agreement is in the best interest of the County and will serve a public purpose and further enhance the public benefit and welfare by, among other things: promoting to the economic and industrial development and stimulating the local economy; increasing population and employment opportunities in the County; and promoting the development and expansion of business enterprises in the County, all which inure to the economic health of the County and constitute important public benefits to the County and its citizens.

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be owned by the entity applying for the abatement; and

WHEREAS, for the purposes of abatement of all non-educational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by Publix or by a related party, as defined in 26 U.S.C. § 267, with respect to Publix prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of this Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, Publix is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the County represents and warrants to Publix (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the County;

NOW THEREFORE, the County and Publix, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

AGREEMENT

A. Tax Abatements

1. In accordance with § 40-9B-1, et seq., the County hereby grants to Publix an abatement from liability for the following taxes as permitted by the Act:

(a) Non-Educational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40, Code of Alabama 1975, on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with

respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40, Code of Alabama 1975, relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the County with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The County and Publix hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated.

(a) Non-educational property taxes are expected to be approximately \$ _____ per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ _____ and such abatement shall not extend beyond the date the Project is placed in service.

(c) Mortgage and recording taxes are expected to be approximately \$ _____.

3. Publix hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$34,320,000.

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially: 75

Year 1 100

Year 2 150

Year 3 200

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially: \$3,000,000

Year 1 \$4,000,000

Year 2 \$6,000,000

Year 3 \$8,000,000

4. Publix shall file with the Alabama Department of Revenue within ninety (90) days after the date of the Meeting a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

B. Economic Incentives

The County will provide to Publix Forty Thousand and no/100 (\$40,000.00) Dollars annually for a period of ten years in County Assistance in an amount not to exceed Four Hundred Thousand and no/100 (\$400,000.00) Dollars cumulatively subject to the following terms and conditions:

(a) Publix agrees to hire a minimum of two hundred (200) Full-Time Employees at the Project Site within three (3) years of the opening of the distribution center and maintain an average of 200 employees over the next seven (7) years. Subject to the terms and conditions of this Agreement, Publix pledges to hire according to the schedule set forth in Table 1 below such that the total number of Full-Time Employees at the Project Site as of the End Date of each given Year equals or exceeds the number of FTEs set for the below, such pledge to be referred to herein as the "Jobs Commitment".

Table 1:

<u>Year</u>	<u>End Date</u>	<u>Jobs Commitment</u>
Year 1	1 st Anniversary of Completion Date	100 FTEs
Year 2	2 nd Anniversary of Completion Date	150 FTEs
Year 3	3 rd Anniversary of Completion Date	200 FTEs
Year 4	4 th Anniversary of Completion Date	200 FTEs
Year 5	5 th Anniversary of Completion Date	200 FTEs
Year 6	6 th Anniversary of Completion Date	200 FTEs
Year 7	7 th Anniversary of Completion Date	200 FTEs
Year 8	8 th Anniversary of Completion Date	200 FTEs
Year 9	9 th Anniversary of Completion Date	200 FTEs
Year 10	10 th Anniversary of Completion Date	200 FTEs

(b) Commencing with the first anniversary of the Completion Date and each anniversary of such date thereafter, Publix shall provide the County with a report certified by an authorized representative of Publix certifying the number of Full-Time Employees at the

Project Site as of the applicable anniversary. This annual report shall be provided to the County on or before the last business day of the month immediate following the applicable anniversary date.

(c) Provided that the foregoing report certifies that Publix has met or maintained the Jobs Commitment for a given Year as set forth in Table 1, the County agrees to pay to Publix \$40,000 within thirty (30) days of receiving such report. In the event Publix fails to satisfy the Jobs Commitment as of the End Date of a given Year, or fails to provide the annual report described in (b) above, the County shall withhold the County Assistance for such Year until such time as an authorized representative of Publix certifies in writing that the Jobs Commitment for such Year has been met. Provided, if the Jobs Commitment for a given Year is not met within twenty-four months of the End Date for such Year, the County Assistance for such Year shall be forfeited.

(d) In no event will the County pay Publix more than \$400,000 cumulatively pursuant to this Agreement.

(e) Publix may meet the Jobs Commitment for a given Year ahead of the schedule set forth in Table 1. Notwithstanding, the County shall not be obligated to provide the County Assistance for such Year until after the applicable End Date for such Year provided Publix certifies in writing that the number of Full-Time Employees at the Project Site as of such End Date equals or exceeds the Jobs Commitment for such Year.

(f) In the event Publix elects not to proceed with or otherwise abandons the Project prior to the County paying the Year 1 installment of County Assistance, Publix shall immediately notify the County in writing. Upon the County's receipt of such notice, this Agreement shall be terminated without further action, vote or approval of the parties to this Agreement.

(g) Publix agrees to maintain an Average Full-Time Employment of 200 FTEs at the Project site for the seven (7) year period following the third anniversary date.

(h) If Publix fails to maintain an Average Full-Time Employment of 200 FTEs at the Project Site and the completion of the Employment Maintenance Period, Publix shall pay to the County within sixty (60) days of notice by the County a penalty calculated pursuant to the following formula:

(1) [Total County Assistance Paid to Publix] x [Average Full-Time Employees at completion of Employment Maintenance Period = 200] = Amount Retained by Publix.

(2) Penalty to be paid by Publix to the county (if any) = [Total County Assistance Paid to Publix] - [Amount Retained by Publix]

GENERALLY

Compliance. If Publix fails to comply with any provision in this Agreement within twenty (20) days after written notice of noncompliance from the County, or if any of the material statements contained herein or in Attachment Two (note: this attachment shall include the application for abatement), are determined to have been misrepresented whether intentionally, negligently, or otherwise, and such misrepresentation (if made accurately) would have rendered Publix ineligible for the incentives set forth in this Agreement, the County may terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executed this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of:

- (a) All state and local non-educational property taxes.
- (b) All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education.
- (c) All mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by Publix of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

Severability. This Agreement may be amended or terminated upon mutual consent of Publix and the County. Any such amendment or termination shall not in any manner affect the rights and duties by and between Publix and the County.

This Agreement is executed as of the dates specified below.

PUBLIX SUPER MARKETS, INC.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Sep-10-2015-812

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 d/b/a Cooper Green Mercy Health Services and Facility Technology Group to provide off-site hosting of programs on secure servers and daily backup with historical archiving for Work Order Manager 3.0 for the period FY2015-2016 in the amount of \$8,925.

CONTRACT NO.: 00005224

Contract Amendment No. I

This Amendment to Contract entered into the 15th day of October, 2012, between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services and Facility Technology, herein referred to as the "Contractor" for the Off-site Hosting Services for Work Order Manager 3.0

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. 00005224. The contract between the parties referenced above was approved by the Commission on June 27, 2013; recorded in MB, 165 Page (s) 138-139.

Extend the term of the contract to October 1, 2015 through September 30, 2018

See attached quote for price. (on file in the Minute Clerk's Office)

JEFFERSON COUNTY COMMISSION:

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

VENDOR:

_____, Authorized Representative

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

Sep-10-2015-813

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and State of Alabama Department of Public Health/Jefferson County Home Care to provide home health care services for the period June 16, 2015 - May 15, 2018 in the amount of \$200,000.

AGREEMENT

Between Cooper Green Health Services and The Alabama Department of Public Health's Jefferson County Home Health Subunit to provide home health services to indigent patients of Cooper Green Health Services at patient home in Jefferson County in accordance with physician orders and within the scope of the licensure laws or certification standards and within the standards of practice in the State of Alabama pursuant to the terms of this Agreement.

The amounts to be paid hereunder represent the fair market value of the services to be provided as established by arms length negotiations by the parties and have not been determined in any manner that takes into account the volume or value of any potential referrals between the parties. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of patients by any party to any other party.

- X (1) Skilled Nursing at the rate of \$ 200.00 per visit inclusive of routine supplies, (as defined by CMS). Also includes point of care testing for PT/INR using COAG METER, monitoring of oxygen saturations and provision of mediplanner for medication management as indicated and per physician order.
- X (2) Personal Care at the rate of \$ 75.00 per visit inclusive of routine supplies (as defined by CMS).
- X (3) Physical/Occupational Therapy at the rate of \$ 120.00 per visit inclusive of routine supplies (as defined by CMS).
- (4) Speech Therapy at the rate of \$ per visit inclusive of routine supplies (as defined by CMS).
- X (5) Medical Social Services at the rate of \$ 120.00 per visit inclusive of routine supplies (as defined by CMS).

This Agreement shall be effective on 6/15/2015 and shall terminate on 5/31/2018 The Alabama Department of Public Health agrees to submit monthly billing to the Independent Agency. The bill will be submitted on the UB-04, unless otherwise specified in writing.

The Independent Agency is solely responsible for reimbursement for the provision of services to the Alabama Department of Public Health and billing Medicare or other payors in accordance with required regulations for said home health services.

It is agreed that the terms and commitments by the department contained herein shall not be constituted as a debt of the State of Alabama as prohibited by Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26.

It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment either 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 Independent Agency'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.

Employees of both parties will comply with titles IV, VI and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and all applicable Federal and State Laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Neither party shall discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the American with Disabilities Act of 1990.

This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

STATE OF ALABAMA DEPARTMENT OF PUBLIC HEALTH

This contract has been reviewed as to content.

State of Alabama Department of Public Health

Bureau of Home and Community Services

_____, Department Representative

PHA / Division

Alabama Department of Public Health

Jefferson County Home Care

INDEPENDENT AGENCY

James A. Stephens, President - Jefferson County Commission

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

Sep-10-2015-814

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. III to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Mercy Emergency Physicians, LLP to provide medical services for FY2015-2016 in the amount of 809,060.04.

Contract ID: CON-00004928

AMENDMENT TO CONTRACT

This is Amendment III to the Contract by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services of Birmingham, Alabama (hereinafter called "the County") and Mercy Emergency Physicians, LLP, a limited liability partnership authorized to provide professional medical services in the State of Alabama, of Traverse City, Michigan (herein called "Contractor").

The contract between the parties which was approved by the Jefferson County Commission on February 28, 2013 at M.B. 164, Pg. 465-470,

The Amendment between the parties which was approved by the Jefferson County Commission on November 6, 2013, at M.B. 165, Pg. 475,

The Amendment II between the parties which was approved by the Jefferson County Commission on September 25, 2014, at M.B.

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:

- Extend the Agreement through October 31, 2016.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

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

MERCY EMERGENCY PHYSICIANS, LLP

Derik K. King, FACEP - Managing Partner

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

Sep-10-2015-815

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Radiometer to provide one blood gas analyzer, consumables, controls, linearity and services for a period of sixty (60) months in the amount of \$1,167.48 per month.

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

Sep-10-2015-816

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and The Health Care Authority for Medical West, an Affiliate of UAB Health System to provide in-patient health care services for FY2015-2016 in the amount of \$1,200,000.

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

Sep-10-2015-817

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Physician Integration Partners to provide in-patient physician services at Medical West for FY2015-2016 in the amount of \$375,000.

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

Sep-10-2015-819

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Baptist Health Systems, Inc. to provide in-patient health care services for FY2015-2016 in the amount of \$1,500,000.

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

Sep-10-2015-820

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Baptist Physician Alliance, LLC to provide in-patient physician services for FY2015-2016 in the amount of \$500,000.

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

Sep-10-2015-821

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 BBG&S Engineering Consultants, Inc. to add design and development of bid documents for the replacement of pumping systems at the Birmingham Courthouse and Jail in the amount of \$26,500.

AMENDMENT#1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this September 1, 2015, by and between Jefferson County Commission, hereinafter called "the County, and BBG&S Engineering Consultants Inc. located at 200 Riverhills Business Park, Suite 235 Birmingham, Alabama 35242, hereinafter called "the Engineer."

WHEREAS, the County desires to amend the contract for Professional Engineering services for design and construction administration for the replacement of the hot water tank within the Birmingham Public Safety Center central plant.

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

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

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

SCOPE OF SERVICES: Amendment #1 modifies the original Scope of Services to add the required Engineering design and replacement of pumping systems in both the Public Safety Center and the Birmingham Courthouse central plant. Prepare and provide complete AIA construction documents and drawings as required for the successful replacement of the Hot water tank (Jail), Hot water, chilled water and condensate pumps located within the Jefferson County Public Safety Center and the Birmingham Courthouse central plant. These documents shall include but are not limited to the front end, Division 22 Plumbing, Division 26 Electrical and others as required for competitive bid procurement to meet State Bid Laws for Public Works Projects. Engineer will conduct the pre-bid meeting, pre-construction meeting, conduct bid opening, bid evaluation, recommendations of award, develop AIA Owner Contractor agreement, review contractor shop drawings and submittals, conduct site visits as required for the successful installation of the specified equipment.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twenty four (24) months beginning September 1, 2015 through August 31, 2017, or completion of said project.

COMPENSATION: Increase the original contract by twenty six thousand five hundred dollars (\$26,500). Engineer shall be compensated for services on an hourly basis at rates listed in attachment "A" Rate schedule with an estimated total budget of forty five thousand dollars (\$45,000) including reimbursable. Payments due upon receipt.

REIMBURSABLE EXPENSES: Reimbursable expenses will include, printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services and outside consulting services incurred while providing said service will be billed at cost.

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

Engineer: Lawrence J. Bowness, PE
200 Riverhills Business Park, Suite 235

Birmingham, Alabama 35242

Copy to: Jefferson County General Services
Director
716 Richard Arrington Jr. Blvd. North
Room 1
Birmingham, AL 35203

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Engineer Jefferson County, Alabama

Lawrence J. Bowness, PE James A. Stephens

President Commission President

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

Sep-10-2015-822

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Sales Contract between Jefferson County, Alabama and Woodhaven, LLC for the sale of property located at 2601 Highland Avenue, Birmingham, Alabama in the amount of \$1,275,000.

SALES CONTRACT

_____, 2015

(Effective Date)

Jefferson County Commission (SELLER) hereby agrees to sell and Woodhaven, LLC or assigns (PURCHASER) hereby agrees to purchase the following described real estate, together with the improvements thereon and attached appurtenances (Real Estate) situated in Jefferson County, Alabama, on the terms stated below:

2601 Highland Avenue, Birmingham, AL Parcel # 28 00 06 1 011 003.000 and as further described by legal description provided by Jefferson County in Exhibit A.

1. The PURCHASE PRICE shall be One Million Two Hundred Seventy Five Thousand Dollars (\$1,275,000.00), payable as follows:

EARNEST MONEY, receipt of which is hereby acknowledged	\$ 20,000.00
CASH on closing this sale	\$1,255,000.00

AGENCY DISCLOSURE:

The Listing Company is Graham & Company

The Selling Company is EGS Commercial Real Estate, Inc.

The Listing Company is: (two blocks may be checked)

X An Agent of the Seller

An Agent of the Buyer

An Agent of both the Seller and the Buyer and is acting as a Limited Consensual Dual Agent

Assisting the: Buyer as a Transaction Broker

Seller as a Transaction Broker

The Selling Company is: (two blocks may be checked)

An Agent of the Seller

X An Agent of the Buyer

An Agent of both the Seller and the Buyer and is acting as a Limited Consensual Dual Agent

Assisting the: Buyer as Transaction Broker

Seller as a Transaction Broker

Seller's Initials

Purchaser's Initials

3. CONDITION OF PROPERTY: Neither Seller nor makes any representations or warranties regarding the condition of the Property

except to the extent expressly and specifically set forth herein Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property material to Purchaser's decision to buy the Property, including and without limitation, the condition of the heating, cooling, plumbing, and electrical systems, and the roof and the basement, including floors; structural condition; subsurface condition; and utility and sewer or septic tank availability and condition.

Purchaser shall have a period of sixty days (60 days) from the Effective Date of this Agreement during which period Purchaser may, at his expense, enter and inspect the Property, undertake a title search (including any outstanding leases of the Property), soil testing, engineering and site planning feasibility and financing studies, zoning and utility verification, and undertake such other matters as Purchaser deems necessary. During the Inspection Period, if Purchaser, for any reason, determines the Property is not satisfactory for its intended use, Purchaser shall have the right to cancel this Agreement by written notice to Seller. Such cancellation shall entitle Purchaser to the immediate and unconditional return of any Earnest Money deposit previously submitted, whereupon such refund Purchaser and Seller shall have no further obligation to one another under this Agreement. If Purchaser does not notify Seller prior to the expiration of the Inspection Period, of its desire to cancel this Agreement, the Earnest Money deposit shall become the sole property of Seller (but to be credited to Purchaser upon the closing of the Property). Purchaser shall be liable for any and all actions of Purchaser, his agents, employees or independent contractors while on the Property and agrees to indemnify and hold Seller harmless for any damages resulting from such activities on subject Property. The Effective Date will be the date the Seller executes this Sales Contract.

4. **EARNEST MONEY AND DEFAULT:** Seller hereby authorizes Graham & Company to hold the Earnest Money in trust for Seller pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, beyond the expiration of the Inspection Period herein, Seller shall have the right to retain the Earnest Money as Seller's sole liquidated damages.

5. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by a statutory warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing. The Property is sold and is to be conveyed subject to: Purchaser will be responsible for an Alta survey.

6. **INFORMATION ON PROPERTY:** Within Ten (10) Days of the Effective Date, Seller agrees to furnish to Purchaser copies of Seller's existing environmental assessments, asbestos studies, engineering reports, studies, drawings, etc.: should seller have such.

7. **TITLE INSURANCE:** Seller agrees to furnish Purchaser a standard form title insurance policy issued by a company qualified to insure titles in Alabama in the amount of the Purchase Price, insuring Purchaser against loss on account of any defect or encumbrance in the title unless herein excepted. If a mortgagee's title insurance policy is obtained by Purchaser at the time of closing, the total expense of the Owner's and Mortgagee's policies will be divided equally between Seller and Purchaser, even if the Mortgagee is the Seller.

8. **PRORATIONS:** Ad valorem taxes, any rents or operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be pro-rated between Seller and Purchaser as of the date of closing, and any advance escrow deposits held by mortgagees shall be credited to Seller.

9. **CLOSING AND POSSESSION DATES:** The sale shall be closed and the deed delivered on or before Thirty (30) days from the expiration of the Inspection Period, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed at Closing.

10. **DISCLAIMER:** Seller and Purchaser acknowledge that they have not relied upon advice or representations of Agent (or Agent's associated salespersons) relative to (i) the legal or tax consequences of this Contract and the sale, purchaser or ownership of the Property; (ii) the structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, and water heating systems; (v) the availability of utilities or sewer service; (vi) the investment or resale value of the Property; or (vii) any other matters affecting their willingness to sell or purchase the Property on terms and price herein set forth, Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

11. **SELLER WARRANTIES:** Unless excepted herein, Seller has not received notice from any lawful authority regarding any assessments, pending public improvements, repairs, replacement or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in the Contract. Seller warrants that Seller is the fee owner of the Property or is authorized to execute this document for the fee owner. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

12. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this Contract and receiving the Earnest Money back or accepting the Property in its then condition. If Purchaser elects to accept the Property in its damaged condition, the sum of (i) any insurance proceeds otherwise payable to Seller by reason of such damage, and (ii) the deductible amount of the loss as determined by the insurance company when computing the insurance proceeds payable to Seller, for which the Seller would not receive reimbursement from the insurance company, shall be applied against the balance of the Purchase Price or otherwise be payable to Purchaser,

in no event shall the balance of the Purchase Price be less than zero (\$0.00).

13. HAZARDOUS SUBSTANCES: Seller and Purchaser expressly acknowledge that the Agent(s) have not made an independent investigation or determination with respect to the existence or non existence of asbestos, PCB transformers or other toxic, hazardous or contaminated substances or gases in, on or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Purchaser and Agent(s) shall not be held responsible therefor.

14. COMMISSION: THE COMMISSION PAYABLE TO THE AGENTS) IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE AGENTS) AND THE CLIENT. In this Contract, Seller agrees to pay Graham & Company and EGS Commercial Real Estate, Inc., in CASH at Closing, a commission equal to Six percent (6%/^a) of the total Purchase Price to be divided 50/50.

15. DISCLOSURE: Purchaser's signatory is a licensed real estate broker in the State of Alabama.

16. ADDITIONAL PROVISIONS: Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this Contract. This contract is subject to County Commission approval.

17. ENTIRE AGREEMENT: THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PURCHASER AND SELLER REGARDING THE PROPERTY, AND SUPERSEDES ALL PRIOR DISCUSSIONS, NEGOTIATIONS, AND AGREEMENTS BETWEEN PURCHASER AND SELLER, WHETHER ORAL OR WRITTEN. NEITHER PURCHASER, SELLER, NOR AGENT, NOR ANY SALES AGENT SHALL BE BOUND BY ANY UNDERSTANDING, AGREEMENT, PROMISE OR REPRESENTATION CONCERNING THE PROPERTY, EXPRESSED OR IMPLIED, NOT SPECIFIED HEREIN.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

Each of the parties acknowledges that he/she has a right to be represented at all times in connection with the Contract and the closing by an attorney of his own choosing, at his own expense.

SELLER: Jefferson County Commission

James A. Stephens, President

PURCHASER: Woodhaven, LLC

_____, Member

EARNEST MONEY: Receipt is hereby acknowledged of the Earnest Money as hereinafter set forth

Cash Check

FIRM: Graham & Company

BY:

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

Sep-10-2015-823

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Susan G. Komen Race for the Cure to help with the costs of police, EMS, Parks & Recreation, etc. associated with the Race for the Cure event at Linn Park in the amount of \$9,000 (funds from Commissioner Brown, - \$2,500; Commissioner Carrington - \$2,500; Commission Bowman - \$2,000; Commissioner Stephens - \$1,000 & Commissioner Knight - \$1,000).

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Susan G. Komen North Central Alabama ("SG KOMEN") applied for a grant of funds for \$9,000.00; and

WHEREAS, SG KOMEN is a 501(c)(3) organization which seeks assistance to help with the cost of the Susan G. Komen Race for the Cure event at Linn Park. The funds will help cover the cost of police, EMS, Parks & Recreation, etc. to provide a safe and fun fundraising event for breast cancer.

WHEREAS, SG KOMEN meets the eligibility requirements of the Program; and

WHEREAS, the County Commission has recommended funding of \$9,000.00 to SG KOMEN, and the grant of such funds serves a good and sufficient public purpose. The County Commission recommends funds will be distributed as follows: Commissioner Sandra Little Brown \$2,500, Commissioner David Carrington \$2,500, Commissioner George F. Bowman \$2,000, Commissioner James A. Stephens \$1,000

and Commissioner T. Joe Knight \$1,000.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to SG KOMEN a lump sum payment of \$9,000.00 upon execution of this agreement.
3. SG KOMEN shall use the public funds to help with the costs of police, EMS, Parks & Recreation, etc. associated with the Race for the Cure event at Linn Park.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. SG KOMEN, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. SG KOMEN, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by SG KOMEN, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. SG KOMEN, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

Susan G. KOMEN NORTH CENTRAL ALABAMA

Ellen Zahariadis, Executive Director

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

Sep-10-2015-824

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 Sentell Engineering, Inc., for the Adger Storm Shelter. The purpose of this Modification is to increase the scope and cost for additional geotechnical investigations related to the Adger Storm Shelter Project. The cost associated with the additional geotechnical investigations shall not exceed \$1,200.00 and the total geotechnical costs for this project shall not exceed \$6,202.62. The new total contract amount shall be \$61,400.00. All other terms and conditions of the contract shall remain the same. The project from program year 2012 and funded by Federal CDBG-DR Funds.

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 Sentell Engineering Inc., hereinafter called "the Contractor" for grant allocation from Community Development Block Grant Disaster Recovery (B-12-UT-01-0001). The effective date of this agreement shall be February 19, 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 19, 2015, in Minute Book 167, Pages 523-324, is hereby amended as follows:

The purpose of this Modification is to increase the scope and cost for additional Geotechnical investigations related to the Adger Storm Shelter Project. The cost associated with the additional Geotechnical investigations shall not exceed \$1,200.00, and the total Geotechnical costs for this project shall not exceed \$6,202.62. The new total contract amount shall be \$61,400.00. All other terms and conditions of the contract shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

_____, President

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

Sep-10-2015-825

WHEREAS, the Jefferson County Commission approved a resolution on August 29, 2013 in Minute Book 165, Page 284 authorizing an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the Midfield Community Center Renovations Project (CDBG12-03F-M02-MCC); and

WHEREAS, the Agreement was previously amended on June 11, 2014, in Minute Book 166, Page 346 and on March 5, 2015 in Minute Book 167, Page 551.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute an amendment to extend the contract period to December 31, 2015. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Thompson Architecture, Inc., hereinafter call the "the Contractor" to provide architectural services for the Midfield Community Center Renovations (CDBG12-03F-M02-MCC). The effective date of this agreement shall be August 29, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract; and

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 August 29, 2013, in Minute Book 165, Page 284,

Said contract was previously amended on June 11, 2014, in Minute Book 166, Page 34; and on March 5, 2015, in Minute Book 167, Page 551, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time to December 31, 2015.

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

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Robert Thompson

Thompson Architecture, Inc.

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

Sep-10-2015-826

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment No. 2 to the Agreement for custodial services between Jefferson County, Alabama and Eagle Cleaning Services for an amount up to \$15,000.00. The contract period is August 30, 2014 to August 29, 2015.

CON-00006860

BID #124-13

CUSTODIAL SERVICES FOR WORKFORCE DEVELOPMENT
CONTRACT AMENDMENT 2

THIS AMENDMENT, entered into this 10th day of August, 2015 by and between Jefferson County, Alabama, hereinafter called "the County," and EAGLE CLEANING SERVICES INC., located at 525 Belview Street, Birmingham, AL 35020, hereinafter called "The Contractor." The effective date of this agreement shall be August 30, 2015.

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the contract for Custodial Services for Workforce Development; and WHEREAS, the Contractor desires to amend the contract;

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on the 5' day of March 2015 and recorded in Minute Book 167, Page 552, is hereby amended as follows:

Amend the Terms of Agreement and Authorization to Perform Work as follows:

Contract period will be effective August 30, 2015 through August 29, 2016.

This is the final year for this Contract to be active.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

EAGLE CLEANING SERVICES, INC.

Michelle Scholtz, President

JEFFERSON COUNTY COMMISSION:

James A. (Jimmie) Stephens, President

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

Sep-10-2015-827

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 Hatch Mott McDonald, for the West Highland Water Improvements Project (CDBG10-03J-U02-WHL).). The modification is to extend the contract time 150 days requested by Amendment #6. The new completion dates shall be January 2, 2016. All other terms and conditions of the original contract shall remain the same. This project is from the 2010 program year and funded with Federal CDBG funds.

AMENDMENT TO CONTRACT #6

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 Hatch Mott McDonald, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be September 27, 2011.

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 September 27, 2011 in Minute Book 162, Page 259, and amended on February 14, 2013, in Minute Book 164 Page 408, and amended on February 13, 2014 in Minute Book 166, Page 86, and amended on October 29, 2014, in Minute Book 167 Pages 214-214, and amended June 18, 2015, Minute Book 168, Page 188, is hereby amended as follows:

The purpose of this Modification is to extend the time 150 days of the contract with Jefferson County Commission and Hatch Mott McDonald, for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The new completion dates shall be January 2, 2016. There is no cost associated with this modification. All other terms and conditions of the original contract remains the same. This project is funded with Federal CDBG funds from the 2010 program year.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

_____, Senior Project Manager

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

Sep-10-2015-828

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement and Master Services Agreement between Jefferson County, Alabama and BizStream to provide software and services which allows the Youth Detention staff to intake new youth while managing and monitoring current population for the period September 1, 2105 - August 31, 2018 in the amount of \$24,178- 1st year/ \$13,428.90-2nd year/\$13,428-3rd year.

CONTRACT NO. CON-00007555

THIS AGREEMENT entered into this 1st day of August 2015, by and between Jefferson County Alabama hereinafter called "the County", and BizStream, hereinafter called the contractor", located at 11480 53rd Avenue, Allendale, MI 49401. The effective date of this agreement shall be September 1, 2015.

WHEREAS, the County desires to contract for Youth Center Facility Software, Maintenance and Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Commission RFP 112-15. The RFP describes the scope of services called for and the Contractors Response contains the statements and representations of the Contractor, thereto. The Jefferson County Commission RFP I 12..15, the response from BizStream, BizStream Master Services Agreement, BizStream Work Order and this document constitute the entire Agreement between the parties. This Agreement shall control over all other agreements.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires August 31, 2018.
4. COMPENSATION: First year \$24,178.00, second year \$13,428.00, third year \$13,428.00.
5. PAYMENT TERMS: Contractor will invoice software upon date of execution of this Agreement. Maintenance will be invoiced annually in advance. Invoice payment net 30.
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the

sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

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

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

10. NON-DISCRIMINATION POLICY: 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.

11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as all agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the violation of this Section 12. Liability by the Contractor, its agents, subcontractors or employees under this Contract.

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

14. AMENDMENT OF AGREEMENT: This Agreement contain the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County and Contractor. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Jefferson County Commission

BizStream

James A. Stephens, President

_____, Authorized Signature

MASTER SERVICES AGREEMENT

Effective as of the date this Agreement is last executed (the "Effective Date").

By and Between

And

BIZSTREAM

Jefferson County Commission

This Master Services Agreement (the "Agreement") sets forth the terms and conditions under which BizStream will provide certain professional services for Client as may from time to time be mutually agreed upon by the parties. If there is a conflict between BizStream documents including, but not limited to the Master Service Agreement, Work Orders or Service Level Agreements, the more specific document will govern.

This Agreement is comprised of this Signature Page, the attached General Terms and Conditions, attached Work Order #JCCAL-2015-001, #JCCAL-2015-002 and any additional executed Work Orders.

The parties have executed this Agreement as of the dates set forth their respective signatures.

BIZSTREAM

Client

_____, Owner

James A. Stephens, President - Jefferson County Commission

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

Sep-10-2015-829

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by the Personnel Board of Jefferson County.

- a. Balch & Bingham, LLP – to provide legal services - \$155,000
- b. Lloyd, Gray Whitehead & Monroe, PC – to provide legal services - \$150,000
- c. Bradley, Arant, Boult & Cummings – to provide legal services - \$100,000
- d. Findley Assessments Online Testing - to provide online skills testing services - \$14,400 (Aug. 1, 2015 - Aug. 1, 2016)
- e. Siena Consulting - to provide valid written examinations for the jobs of Police Officer/Sheriff's Deputy and Firefighter - \$25,000
- f. People Admin - to provide maintenance/support for application management system - \$29,750

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

Sep-10-2015-830

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Todd Paden to fill the unexpired term of Troy Perry on the Jefferson County Board of Zoning Adjustment for a term ending December 31, 2017, be and hereby is approved.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Hoover High School to provide funding to purchase additional instruments for the use by students at Hoover High School in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Hoover High School Band ("Hoover Band") applied for a grant of funds for \$2,500.00; and

WHEREAS, HOOVER BAND is a tax exempt non-profit educational institution which seeks assistance with the costs of purchasing 38 instruments for incoming students interested in being part of the band at Hoover High School; and

WHEREAS, HOOVER BAND meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to HOOVER BAND, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30.2015.
2. The County shall pay to HOOVER BAND a lump sum payment of \$2,500.00 upon execution of this agreement.
3. HOOVER BAND shall use the public funds to purchase additional instruments for the use by students at Hoover High School.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. HOOVER BAND, shall deliver to the Jefferson County Finance Department a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. HOOVER BAND, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and

all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by HOOVER BAND, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. HOOVER BAND, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

HOOVER HIGH SCHOOL

Don Hulin, Principal

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

Knight, Brown, Bowman, Carrington and Stephens.

Sep-10-2015-832

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Town of West Jefferson to assist with the purchase of materials to build a pavilion at West Jefferson Community Park in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program an Funding Guidelines ("Program"); and

WHEREAS, under this Program, TOWN OF WEST JEFFERSON ("WEST JEFFERSON") applied for a grant of funds for \$2,500.00; and

WHEREAS, WEST JEFFERSON is la municipality incorporated on September 15, 1964. It seeks assistance with the costs associated with the purchase of materials (approximately \$2,861.00) to build a pavilion at West Jefferson Community Park; and

WHEREAS, WEST JEFFERSON meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to WEST JEFFERSON, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to WEST JEFFERSON a lump sum payment of \$2,500.00 upon execution of this agreement.
3. WEST JEFFERSON shall use the public funds to purchase the materials to build a pavilion at West Jefferson Community Park.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. WEST JEFFERSON shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds an program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. WEST JEFFERSON, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by WEST JEFFERSON, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. WEST JEFFERSON, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

TOWN OF WEST JEFFERSON

Charles Nix, Mayor

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

Sep-10-2015-833

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 4 to the Agreement between Jefferson County, Alabama and Neel-Schaffer, Inc. for the widening of Caldwell Mill Road which will amend the scope of work, at a cost \$399,108 (total contract \$1,066,385) and extend the contract to April 3, 2017.

AMENDMENT NO. 4

TO AGREEMENT TO PROVIDE

JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION

THE DESIGN AND PRODUCTION OF COMPLETE

ROAD AND BRIDGE PLANS FOR THE

WIDENING OF CALDWELL MILL ROAD

FROM HEATHERWOOD DRIVE TO ACTON ROAD

This document shall AMEND the Scope of the following:

Original AGREEMENT, dated June 24, 2003, Minute Book 141, Pages 604-614,

Amendment #1, dated November 22, 2011, Minute Book 162, Pages 425-427,

Amendment #2, dated April 10, 2012, Minute Book 163, Pages 131-132,

Amendment #3, dated March 27, 2014, Minute Book 166, Page 160;

WITNESSETH

WHEREAS, the COUNTY desires to incorporate additional services of CONSULTANT to complete the project under provisions of ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 1 - CHANGES OF WORK.

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

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend ARTICLE I - SCOPE OF WORK to include the following activities:

Update the design of the roadway and bridge, update the details for pre- and post development stormwater management, and update environmental studies and documentation for the addition of a sidewalk along the corridor as required by FHWA as follows:

SECTION 1 - CORRIDOR STUDIES:

1. Finalize new typical section for roadway and bridge design to include sidewalk.
2. Update documentation for Alabama Historical Commission..
3. Update documentation for Fish and Wildlife Services.
4. Confirm wetland delineations.
5. Conduct a Public Involvement meeting.
6. Update Environmental Document for approval by the Federal Highway Administration.

SECTION 3 - ROADWAY PLANS:

1. Revise typical section to include sidewalk and curb and gutter.
2. Design and detail closed drainage system for the curb and gutter section(s).
3. Design and detail phased erosion control plans.
4. Update cross sections to accommodate sidewalk and curb and gutter.
5. Update Erosion Prevention and Sediment Control design.
6. Design post-development Best Management Practices.
7. Perform risk assessments for each outfall.
8. Perform calculations and prepare hydrologic/hydraulic model data for review by ALDOT.
9. Prepare post-development plans, details and notes for incorporation into construction plans.

SECTION 5 - RIGHT-OF-WAY MAP, TRACT SKETCHES AND DEEDS:

1. Revise tract sketches and deeds.
2. Update right-of-way map.

SECTION 6 - BRIDGE PLANS:

1. Re-design and detail for an additional width of 8'-3" to accommodate the new typical section with sidewalk, curb and gutter.

III. AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of April 3, 2017.

IV. AMENDMENT TO ARTICLE V - PAYMENT

Amend ARTICLE IV - Payment, as follows:

In consideration of the change in the Scope of Work of the project as described by this Amendment, the basis of compensation paid to the CONSULTANT as described in ARTICLE V - PAYMENT of the original Agreement shall be changed as described herein as follows:

Corridor Study	\$47,316.00
Right-Of-Way Map, Tract Sketches and Deeds	\$20,493.00
Roadway Plans	\$232,300.00
Bridge Plans	\$98,999.00
Total Amendment Amount	\$399,108.00
Grand Total Contractual Amount	\$1,066,385.00

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 5th day of August, 2015.

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

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

NEEL-SCHAFFER, INC.

Mary Margaret Nicholson, Engineer Manager

RECOMMENDED:

Tracy A. Pate, Interim Director

JEFFERSON COUNTY COMMISSION

James A. Stephens - President

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

Sep-10-2015-834

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement to Share Responsibilities (Joint Services Agreement) between Jefferson County, Alabama, the City of Birmingham and the City of Vestavia Hills, Alabama for resurfacing of Sicard Hollow Road from Blue Lake Road to Rex Lake Road.

AGREEMENT TO SHARE RESPONSIBILITIES (Joint Services Agreement)

Resurface Sicard Hollow Road

From Blue Lake Road to Rex Lake Road

JEFFERSON COUNTY, ALABAMA (County), the CITY OF BIRMINGHAM, ALABAMA (Birmingham) and the CITY OF VESTAVIA HILLS, ALABAMA (Vestavia), enter into this agreement on the day of , 2015. The provisions of this agreement shall become effective , 2015.

WHEREAS, the County, Birmingham, and Vestavia, desire to make certain improvements to Sicard Hollow Road from Blue Lake Road to Rex Lake Road (Project); and

WHEREAS, the Project traverses through the three jurisdictions, County, Birmingham and Vestavia; and

WHEREAS, all three parties desire to divide the Preliminary Engineering and Construction costs based on the percentage of the Project in each jurisdiction as follows: The County, Birmingham and Vestavia will divide responsibility as follows: County responsibility being 50% of the costs, Birmingham responsibility being 35% of the costs and Vestavia responsibility being 15% of the costs. Jefferson County, Birmingham, and Vestavia desire to establish their agreement herewith; and

WHEREAS, the Alabama Legislature adopted Alabama Code §41-16-50(b) which provides in pertinent part, that:

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint purchasing/service agreement in accordance with Alabama Code §41-16-50(b) and §11-102-1, et seq., in order to authorize County to engage in the purchase of certain services and materials through the competitive bid process for use by the parties, i.e. in order for County, Birmingham and Vestavia to make certain improvements to Sicard Hollow Road from Blue Lake Road to Rex Lake Road.

IN CONSIDERATION OF THE PREMISES stated herein County, Birmingham and Vestavia mutually agree as follows:

I. PURPOSE: The Parties agree to jointly undertake to provide for the following improvements to Sicard Hollow Road from Blue Lake Road to Rex Lake Road (Project): Milling, Resurfacing and other necessary repairs to the road bed for placement of the final pavement wearing surface.

II. BIDDING: The parties have authorized this agreement pursuant to similar ordinances passed by Birmingham and Vestavia and a similar resolution passed by the County, adopted by the governing body of each party, which sets forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of this agreement. The Parties agree to the following:

a. County, Birmingham, and Vestavia will jointly prepare the Request For Proposal (RFP) and the list of qualified consultants to receive the RFP. County will assume responsibility for the solicitation of proposals from qualified engineering consultants for the Project.

b. County, Birmingham and Vestavia will jointly select an engineering consultant, prepare the scope of work, and negotiate the fee for the production of construction plans.

c. County will enter into a separate agreement with the consultant chosen to provide the design and construction plans. County will invoice Birmingham and Vestavia for their respective share of the consultant fee. Birmingham's share being 35% and Vestavia's share being 15%.

d. County is designated as the joint purchasing or bidding agent and will advertise and accept bids for the construction of the Project.

e. County will determine the low bidder and enter into a separate Agreement with the contractor for the construction of the Project.

f. County will invoice Birmingham and Vestavia for their respective share of the construction costs. Birmingham's share being 35% and Vestavia's share being 15%.

g. Each parties' share of expenditures for purchases under this agreement shall be appropriated and paid in the manner set forth in this agreement and in the same manner as for other expenses of the entity.

h. All advertising costs incurred by County on behalf of the joint purchasing agreement shall be paid by County.

i. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.

III. TERM: The duration of this contract shall not exceed three years from the date of its final execution or end of the Project, whichever

first occurs.

IV. IMPLEMENTATION: The parties agree as follows:

- a. County will assume responsibility for the management of the Project.
- b. County will provide Construction, Engineering & Inspection during the construction phase of the Project with Birmingham and Vestavia providing additional staff for the inspection for the portion of the Project within their jurisdiction.
- c. The parties expressly agree that the County does not assume any risk or future liability, or any future responsibility for any portion of Sicard Hollow Road located within the municipalities of Birmingham or Vestavia Hills.
- d. Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- e. Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- f. Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.
- g. Each party to this agreement shall adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

V. IMMIGRATION LAW COMPLIANCE:

(a) Parties represent and warrant that they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").

(b) Parties represent and warrant that they will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.

(c) Parties agree to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Parties represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act.

(d) 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.

VI. TERMINATION:

a. Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.

b. Upon termination, all unused materials purchased by the County under this agreement shall be returned to the County within 30 days of termination.

VII. SEVERABILITY: If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

VII. GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA

ATTEST:

James A. (Jimmie) Stephens, President -Jefferson County Commission

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Mayor

ATTEST: City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney

CITY OF VESTAVIA HILLS, ALABAMA

Alberto C. Zaragoza, Mayor

_____, City Manager

_____, City Clerk

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

Sep-10-2015-835

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement to Share Responsibilities between Jefferson County, Alabama and the City of Center Point for drainage improvements, sidewalk addition and resurfacing of Polly Reed Road from east of SR 75 to Reed Harvey Park.

AGREEMENT TO SHARE RESPONSIBILITIES

Polly Reed Road

From East of SR 75 to Reed Harvey Park

Drainage Improvements, Sidewalk Addition and Resurfacing

RECITAL:

The State of Alabama, through the Alabama Department of Transportation (State), and Jefferson County, Alabama (County), and the City of Center Point, Alabama (City), in cooperation with the United States Department of Transportation, Federal Highway Administration (FHWA), desire to make certain improvements to Polly Reed Road from East of SR 75 to Reed Harvey Park (Project). The State and City, by separate agreements, will divide responsibilities for the Project; State (thru STPBH funds) responsibility being 80% of the construction cost and City responsibility being 20% of the construction cost, Jefferson County and the City of Center Point desire to establish their agreement herewith.

IN CONSIDERATION OF THE PREMISES stated herein Jefferson County and the City of Center Point mutually agree as follows:

- 1) City will assume responsibility for the management of the Project. All agreements pertaining to the scope of work and funding for the different activities (PE, ROW Acquisition, Utilities and Construction) will be between the City and the State.
- 2) County hereby agrees to pay to City one-half of all matching funds required for the construction (including CE&I and ALDOT Indirect Cost) of the Project. In the event of a cost overrun, the City shall notify the County of the oven-an and will consult with the County on the overrun before directing the City's Project engineer to proceed.
- 3) City shall invoice County after the determination of the love bidder by ALDOT. County agrees to pay to City the invoica amount within 30 days of receipt.
- 4) City shall provide Construction, Engineering & Inspection during the construction phase of the Project.
- 5) The parties expressly agree that the County does not assume any risk or future liability or any future responsibility for the portion of Polly Reed Road east of SR 75 to Reed Harvey Park. The parties expressly agree that City will assume all maintenance responsibility at, during and after construction of this Project. Maintenance responsibility shall begin upon award of the bid.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA.

James A. (Jimmie) Stephens, President - Jefferson County Commission

CITY OF CENTER POINT, ALABAMA

Tom Henderson, Mayor

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

Sep-10-2015-836

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached Deed of Exchange for Tract No. 1 of the Patton Chapel Road - Phase III project. The City of Hoover Board of Education is conveying to Jefferson County the necessary right-of-way and easements for this project in exchange for a portion of existing right-of-way on Chapel Road.

Deed of Exchange

This instrument prepared by:

Alan K. Dodd, Sr. Land Acquisition Agent
Jefferson County Courthouse, Ste. A-200
716 N. Richard Arrington, Jr. Blvd

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the Board of Education of the City of Hoover, Alabama, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way, permanent drainage easement and a temporary construction easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way, permanent drainage easement and a temporary construction easement being located in Jefferson County, Alabama and described as follows, to-wit:

See exhibit "A" attached

Right-of-Way Parcel 1 of 1

Commence at the NE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Easterly line of said $\frac{1}{4} - \frac{1}{4}$ section a distance of 1258.38 feet to Point "A", for future reference; thence turn right $101^{\circ}55'45''$ and run Northwesterly a distance of 215.21 feet to a curve to the right, having a central angle of $43^{\circ}05'03''$ and a radius of 611.00 feet; thence run along the arc of said curve a distance of 131.41 feet to an intersection with the grantors Easterly property line and to the Point of Beginning of a right-of-way of variable widths being bound to the North by the existing Southerly right-of-way of Chapel Road, bound to the Northeast by the Grantors Easterly property line and bound to the South by a line being, at this point, 165 feet Southerly of the following described line and being 165 feet Southerly of the following described line 113.08 feet ahead; thence continue along the arc of said curve a distance of 113.08 feet, at this point the right-of-way is 50 feet Southerly of and parallel to the following described line; thence continue along said arc a distance of 189.60 feet to the end of this right-of-way.

See exhibit "B" attached (on file in the Minute Clerk's Office)

Also, Two Parcels of Permanent Drainage and Utility Easement more particularly described as follows:

Parcel 1 of 2

Commence at Point "A" as described above and from the afore mentioned direction turn right $101^{\circ}55'45''$ and run Northwesterly a distance of 215.21 feet to a curve to the right, having a central angle of $43^{\circ}05'03''$ and a radius of 611.00 feet; thence run along the arc of said curve a distance of 244.49 feet to the Point of Beginning of a Permanent Drainage and Utility Easement of variable widths being bound to the North by the right-of-way, as described above, the existing Southerly right-of-way of Chapel Road and being bound to the South by a line, at this point being 91 feet Southerly of the following described line and decreasing to a point 75 feet Southerly of the following described line 215.00 feet ahead; thence continue along said arc a distance of 214.96 feet to the end of said curve; thence continue Northwesterly along the extended tangent of said curve a distance of 0.04 feet, at this point the PDE decreases to 54.7 feet Southerly of the following described line 30.00 feet ahead; thence continue Northwesterly a distance of 30.00 feet to the end of this PDE.

Commence at Point "A" as described above and from the afore mentioned direction turn right $101^{\circ}55'45''$ and run Northwesterly a distance of 215.21 feet to a curve to the right, having a central angle of $43^{\circ}05'03''$ and a radius of 611.00 feet; thence run along the arc of said curve a distance of 122.85 feet to an intersection with the grantors Easterly property line and to the Point of Beginning of a Permanent Drainage and Utility Easement of variable widths being bound to the North by the right-of-way as described above, bound to the Northeast by the Grantors Easterly property line and bound to the South by a line being 204.68 feet Southerly of the following described line and increasing to 205 feet Southerly of the following described line 21.64 feet ahead; thence continue along the arc of said curve a distance of 21.64 feet, at this point the PDE decreases to 182 feet Southerly of the following described line 10.00 feet ahead; thence continue along said arc a distance of 10.00 feet, at this point the PDE decreases to 165 feet Southerly of the following described line 90 feet ahead; thence continue along said arc a distance of 90.00 feet to the end of this PDE.

See exhibit "C" attached

Also, Four Parcels of Temporary Construction Easement (TCE) more particularly described as follows:

Parcel 1 of 4

Commence at Point "A" as described above and from the afore mentioned direction turn right $101^{\circ}55'45''$ and run Northwesterly a distance of 456.41 feet; thence turn right $43^{\circ}05'03''$ and continue Northwesterly a distance of 480.99 feet to a curve to the right, having a central angle of $67^{\circ}28'55''$ and a radius of 378.00 feet; thence run Northwesterly along the arc of said curve a distance of 65.25 feet to the Point of Beginning of a Temporary Construction Easement (TCE) of variable widths being bound to the Northeast by the existing Southwest right-of-way of Chapel Road and bound to the South and Southwest by a line being, at this point 45.51 feet Southwesterly of the following described line and increasing to 55 feet Southwesterly of the following described line 30.00 feet ahead; thence continue along said arc a distance of 30.00 feet, at this point the TCE decreases to 33.96 feet Southwesterly of the following described line 40.00 ahead; thence continue along said arc a distance of 40.00 feet to the end of this TCE.

Parcel 2 of 4

Commence at Point "A" as described above and from the afore mentioned direction turn right $101^{\circ}55'45''$ and run Northwesterly a distance of 104.87 feet to the Point of Beginning of a Temporary Construction Easement (TCE) of variable widths being bound to the South by the existing Northerly right-of-way of Chapel Road and bound to the North by a line being, at this point 153.88 feet Northerly of the following described line and increasing to 272.56 feet Northerly of the following described line 42.91 feet ahead; thence continue Northwesterly a distance of 42.91 feet, at this point the TCE decreases to 260.47 feet Northerly of the following described line 15.93 feet ahead; thence continue Northwesterly a distance of 15.93 feet, at this point the TCE decreases to 196.47 feet Northerly of the following described line 1.67 feet ahead; thence continue Northwesterly a distance of 1.67 feet, at this point the TCE decreases to 178.34 feet Northerly of the following described line 23.90 feet ahead; thence continue Northwesterly a distance of 23.90 feet, at this point the TCE decreases to 153.48 feet Northerly of the following described line 0.00 feet ahead; thence continue Northwesterly 0.00 feet, at this point the TCE decreases to 129.27 feet Northerly of the following described line 189.97 feet ahead; thence continue Northwesterly a distance of 25.93 feet to a curve to the right, having a central angle of $43^{\circ}05'03''$ and a radius of 611.00 feet; thence run along the arc of said curve a distance of 164.04 feet, at this point the TCE decreases to 128.59 feet Northerly of the following described line 99.19 feet ahead, thence continue along said arc a distance of 99.19 feet, at this point the TCE increases to 143.17 feet Northerly of the following described line 102.63 feet ahead; thence continue along said arc a distance of 102.63 feet, at this point the TCE decreases to 105 feet Northerly of the following described line 178.63 ahead; thence continue along said arc a distance of 93.59 feet to the end of said curve; thence continue Northwesterly along the extended tangent of said curve a distance of 85.04 feet, at this point the TCE decreases to 64.31 feet Northerly of the following described line 15.00 feet ahead; thence continue Northwesterly a distance of 15.00 to the end of this TCE.

Parcel 3 of 4

Commence at Point "A" as described above and from the afore mentioned direction turn right $101^{\circ}55'45''$ and run Northwesterly a distance of 215.21 feet to a curve to the right, having a central angle of $43^{\circ}05'03''$ and a radius of 611.00 feet; thence run along the arc of said curve a distance of 439.49 feet to the Point of Beginning of a Temporary Construction Easement (TCE) of variable widths being bound to the Northeast by the PDE, as described above, the existing Southwest right-of-way of Chapel Road and bound to the South and Southwest by a line being, at this point 72.87 feet Southwesterly of the following described line and Increasing to 116.22 feet Southwesterly of the following described line 34.04 feet ahead; thence run along said arc a distance of 19.96 feet to the end of said curve; thence continue Northwesterly along the extended tangent of said curve a distance of 14.08 feet, at this point the TCE decreases to 55.27 feet Southwesterly of the following described line 60.96 feet ahead; thence continue Northwesterly a distance of 60.96 feet to the end of this TCE.

Parcel 4 of 4

Commence at Point "A" as described above and from the afore mentioned direction turn right $101^{\circ}55'45''$ and run Northwesterly a distance of 215.21 feet to a curve to the right, having a central angle of $43^{\circ}05'03''$ and a radius of 611.00 feet; thence run along the arc of said curve a distance of 144.49 feet to the Point of Beginning of a Temporary Construction Easement of variable widths being bound to the North by the Permanent Drainage Easement (PDE) and right-of-way, as described above, and bound by a line, that at this point is 205 feet Southwesterly of the following described line and increasing to 230 feet Southwesterly of the following described line 215.00 feet ahead; thence continue along said arc a distance of 215.00 feet, at this point the TCE decreases to 200 feet Southwesterly of the following described line 5.00 feet ahead; thence continue along said arc a distance of 5.00 feet, at this point the TCE decreases to 73.75 feet Southwesterly of the following described line 30.00 feet back; thence turn $180^{\circ}00'00''$ and run Southeasterly along said arc a distance of 30.00 feet to the end of this TCE.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Right-of-Way and Temporary Construction Easement lie in NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.447 acres, more or less, and the Temporary Construction Easement contains 1.129 acres, more or less and the Permanent Drainage Easement contains 0.196 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute

no cloud on the title of the grantor.

For the consideration aforesaid, the Board of Education of the City of Hoover, Alabama do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said area herein conveyed without the written permission from Jefferson County. Provided, the Board of Education may maintain, within said areas, driveways, sidewalks and landscaping, as reflected on the plans for the subject public road improvements.

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned, covenants with said Jefferson County that it is seized in fee-simple of said premises and has a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the afore granted strip of ground from and against the lawful claims of all persons whomsoever, who claim by, under or through the undersigned.

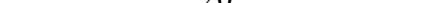
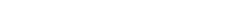
In consideration of the above conveyance Jefferson County, does hereby remise, release, quit claim, and convey to Board of Education of the City of Hoover, Alabama all rights, title, interest, and claim in or to the following described real estate, to-wit:
Simmons Middle School see exhibit "D"

This description is a part of Deed Book 261, Page 472 as recorded in the Office of the Judge of Probate, Jefferson County, Alabama.

Commence at the NE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Easterly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1258.38 feet turn right $101^{\circ}55'45''$ and run Northwesterly a distance of 456.41 feet; thence turn right $43^{\circ}05'03''$ and continue Northwesterly a distance of 480.99 feet; thence turn left $90^{\circ}00'00''$ and run Southwesterly a distance of 56.97 feet to the Southwesterly existing right-of-way (120') of Chapel Road; thence turn right $91^{\circ}44'08''$ and run Northwesterly along said existing right-of-way a distance of 52.15 feet to the point of beginning of the parcel of land herein described: thence leaving said existing right-of-way turn right $36^{\circ}23'02''$ and run Northerly a distance of 44.89 feet; thence turn left $18^{\circ}54'06''$ and run Northwesterly a distance of 93.02 feet; thence turn left $41^{\circ}16'14''$ and continue Northwesterly a distance of 34.16 feet to the intersection of said existing right-of-way; thence turn left and run along said existing right-of-way (an arc) a distance of 162.37 feet, more or less to the point of beginning.

Containing 0.074 acres, more or less.

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

Attest:

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President

Jefferson County Commission

The Board of Education of The City of Hoover, Alabama

Dr. James B. Reese **Donna C. Frazier**
Superintendent **President**

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

Sep-10-2015-837

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached "Memorandum of Understanding" entered into between Jefferson County and the City of Hoover Board of Education. After the completion of the Patton Chapel Road, Phase III project, Jefferson County agrees to vacate a portion of un-used and un-needed right-of-way to the City of Hoover Board of Education. This is a road widening and construction project on Patton Chapel Road - Phase III.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Hoover Board of Education (hereinafter Board of Education) and Jefferson County, Alabama, a political subdivision of the State of Alabama (hereinafter Jefferson County).

WHEREAS, Jefferson County has commenced a certain road widening and construction project on Patton Chapel Road in the City of Hoover, Alabama, and identified as STPBH 7020(601) Patton Chapel Road, Phase III (Project), a diagram of which is attached hereto as Exhibit A;

WHEREAS, in conjunction with implementing and commencing the Project, it was necessary for Jefferson County to acquire additional rights-of-way and easements;

WHEREAS, the Board of Education owns certain real property located within the Project area and, in conjunction with implementing and commencing the Project, it was necessary for Jefferson County to acquire rights-of-way and easements from the Board of Education;

WHEREAS, the Project will result in the relocation of Patton Chapel Road, rendering certain existing rights-of-way owned by Jefferson County unnecessary;

WHEREAS, upon completion of the Project and acceptance thereof by Jefferson County, Jefferson County intends to vacate an existing right-of-way rendered unnecessary by the relocation of Patton Chapel Road, the real property being more specifically described in Exhibit B and depicted in Exhibit C;

WHEREAS, in consideration for the rights-of-way and easements acquired by Jefferson County from the Board of Education in conjunction with the Project, Jefferson County intends to convey to the Board of Education the real property comprising the vacated right-of-way described in Exhibit B and depicted in Exhibit C; and

WHEREAS, the Board of Education and Jefferson County desire to memorialize their agreement and understanding pertaining to the anticipated vacation and conveyance of the real property described in Exhibit B and depicted in Exhibit C upon the completion of the Project and the acceptance thereof by Jefferson County.

NOW THEREFORE, in consideration of the recitals contained herein, the Board of Education and Jefferson County agree as follows:

1. That upon the completion of the Project and the acceptance thereof by Jefferson County, Jefferson County will vacate the right-of-way described in Exhibit B and depicted in Exhibit C; and
2. That upon vacation of the right-of-way described in Exhibit B and depicted in Exhibit C, Jefferson County will convey the real property to the Board of Education.

JAMES A. STEPHENS, President - Jefferson County Commission

the Board of Education of the City of Hoover, Alabama

Dr. James B. Reese, Superintendent

Donna C. Frazier, President

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 1,115' of buried cable at 6400 Jefferson Metropolitan Parkway in Bessemer.
2. AT&T Corporation to install 2,635' of buried and aerial cable at 7056 Johns Road to Glory Lane at Adger Cemetery.
3. AT&T Corporation to install 647' of buried cable at 401 Wadsworth Drive in Forestdale.
4. AT&T Corporation to install 291' of buried cable at 5849 Allen Drive in McCalla.
5. AT&T Corporation to install 2,074' of buried cable at 4432 Staggs Drive in Bessemer.

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

Sep-10-2015-838

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Concurrence of Award Letter to the Alabama Department of Transportation to concur with the awarding of an agreement to Midsouth Paving, Inc., Birmingham for the resurfacing of various roads in Jefferson County.

September 3, 2015

Mr. D. E. Phillips, Jr., P.E.
State County Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110-2060

RE: Project No. STPBH-3715(252)
Jefferson County

Dear Mr. Phillips:

This is to advise that the Jefferson County Commission concurs in the award of the contract to: Midsouth Paving, Inc., Birmingham, Alabama for the construction of the referenced project.

Also attached is the County's check in the amount of \$607,301.02 for the County's participation in this project.

Sincerely,
James A. (Jimmie) Stephens, President
Jefferson County Commission

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

Sep-10-2015-839

WHEREAS, Jefferson County, Alabama authorized the President to execute an agreement with the Alabama Department of Transportation (ALDOT), on September 25, 2014, M.B. 167, Pages 51-54, to reimburse the County's expenses for relocation of sanitary sewers that are in conflict with ALDOT Reed Harvey Park Greenway Improvements project in the City of Center Point; and

WHEREAS, ALDOT has revised the standard utility reimbursable agreement (SAND No. 3) signature page to reflect ALDOT reorganization, and now mandates its use; and

WHEREAS, minor design changes increased the reimbursable cost to relocate the sanitary sewers in conflict; and

WHEREAS, the revisions are incorporated in a replacement agreement to be executed by ALDOT, and requires approval and execution by the Jefferson County Commission

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

1. The Agreement of September 25, 2014, M.B. 167, Pages 51-54, between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), in the amount of \$437,005.00 is hereby rescinded; and
2. The corrected agreement between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), (copy attached) in the amount of \$440,750.00 to reimburse the County's expenses for the for relocation of sanitary sewers that are in conflict with ALDOT'S Reed Harvey Park Greenway Improvements project in the City of Center Point is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PRIVATE OR PUBLIC RIGHT-OF-WAY

WORK TO BE PERFORMED BY STATE CONTRACTOR

PROJECT NUMBER

_____	Private Right-of-Way	Utilities
X	Public Right-of-Way	Construction STPBH-CN3700()

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

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. STPBH-CN3700 () and consisting approximately of the following: installation of approximately 2,100 LF of sanitary sewer relocation along Polly Reed Road in Center Point; and

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

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by

the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$440,750.00

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

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

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

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

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

c. This agreement includes betterment Yes No.

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

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$440,750.00. The total estimated cost including betterment is \$0.00.

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

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

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

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project

Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

WITNESS:

RECOMMENDED FOR APPROVAL:

BY: Brian Davis, Division Engineer

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

BY: Robert G. Lee, Utilities Engineer

Jim Ippolito, Jr. Chief Counsel,

Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper Transportation Director

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

Robert Bentley GOVERNOR

STATE OF ALABAMA

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

Sep-10-2015-840

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a permit agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the construction of a gravity main sewer in U.S. Highway 31 in the City of Vestavia Hills.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with City of Vestavia Hills for the construction of a gravity main sewer in the right-of way of U.S. Highway 31 in the City of Vestavia Hills, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION

Permit Agreement for the Accommodation of Utility

Facilities on Public Right-of-Way

Project Number

Bond Number OFL0542547

Permit Number

Bonding Agency Old Republic Surety Co.

Route Number

P.E.

R.O.W.

Construction

Location of Accommodation: Milepost 268 to 269

Utilities

THIS AGREEMENT is entered into this the day of , 20 , by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and JEFFERSON COUNTY, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County,

Alabama, on the maintenance section being designated as and consisting approximately of the following: approximately 20 linear feet of 8 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 in the City of Vestavia Hills; and

WHEREAS, ALDOT hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by ALDOT which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in ALDOT and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement.
4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.
5. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase 11 of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

6. In the event that ALDOT is issued a citation or any other enforcement document by ADENVEPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

8. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$20,0000 (Bond Number: OFL0542547) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

13. Indemnification Provisions. Please check the appropriate type of applicant:

If the applicant is an incorporated municipality then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

 Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the APPLICANT, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is a state governmental agency or institution then:

X The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

 The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations

14. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities

15. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

16. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

17. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

18. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is sanitary sewer

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify ALDOT

immediately of the change.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the day of 20
Environmental Service Department

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

RECOMMENDED FOR APPROVAL:

District Manager

Area Operations Engineer

Region Engineer

APPROVED:

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

_____, Maintenance / Region / Area Operations Engineer or District Manager

AGREEMENT

This Agreement entered into this _____ day of _____, 20____, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and City of Vestavia Hills (hereinafter referred to as Owner).

W I T N E S S E T H:

WHEREAS, Owner proposes to repair certain sanitary sewer facilities crossing a portion of U.S. Highway 31 near the intersection with Vesthaven Way; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "State Property") and will not authorize Owner to perform such repair but will authorize Jefferson County to repair the same; and

WHEREAS, Owner has requested Jefferson County to enter into a MB01 Permit Agreement with ALDOT providing for Jefferson County to perform such repair upon the stipulation that the Owner actually performs such work and indemnifies and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of said subject sanitary sewer repair is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefited Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.
2. Jefferson County shall enter into a MB01 Permit Agreement with ALDOT ("ALDOT Agreement") providing for the repair of a 8 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing a portion of U.S. Highway 31 right of way near the intersection with Vesthaven Way, which drains to the Cahaba River sanitary sewer collection system, copy of said ALDOT Agreement is attached hereto as Exhibit A to this Agreement.
3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.
4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A) by said ALDOT.
5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.
6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefited property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. It should be noted, sanitary sewer service lines (4 inch and 6 inch located between the County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.
7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per Jefferson County regulations, have a one year warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of Jefferson County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to Jefferson County regulations.
8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of

Jefferson County and Owner and Owner's successors and assigns. Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this _____ day of _____, 20____.

City of Vestavia Hills

Honorable Alberto C. Zaragoza, Jr. - Mayor

City of Vestavia Hills

Jeff Downes – City Manager

JEFFERSON COUNTY, ALABAMA

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

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

Sep-10-2015-841

RESOLUTION RELATING TO
APPROVAL OF BONDS PURSUANT TO SECTION 147(f) OF
THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

WHEREAS, The Medical Clinic Board of the City of Birmingham-UAHSF, a public corporation organized under the laws of the State of Alabama (the "Board"), proposes to issue its revenue bonds in an amount not to exceed \$20,000,000 (the "Series 2015 Bonds") to provide financing for the benefit of University of Alabama Health Services Foundation, P.C., a non-profit professional corporation organized under the laws of the State of Alabama ("UAHSF");

WHEREAS, the Board proposes to use the Series 2015 Bonds to finance (i) the acquisition and renovation of certain facilities for use by UAHSF as medical clinic facilities, (ii) the renovation, improvement and expansion of certain existing UAHSF medical clinic facilities, and (iii) the acquisition and installation of equipment, related personal property and fixtures at such new and existing UAHSF medical clinic facilities (collectively, the "UAHSF Facilities");

WHEREAS, the general locations of the UAHSF Facilities are as follows: (i) the Kirklin Clinic, located at 2000 6th Avenue South, Birmingham, Alabama, (ii) the Kracke Building, located at 1922 7th Avenue South in Birmingham, Alabama, (iii) the Old Hillman Building, located at 618 20th Street South in Birmingham, Alabama, (iv) the New Hillman Building, located at 620 20th Street South in Birmingham, Alabama, (v) the Women and Infants' Facility and Radiation Oncology Center, located at 1700 6th Avenue South, Birmingham, Alabama, (vi) the Whitaker Building, located at 500 22nd St South, Birmingham, Alabama, (vii) the professional office building at UAB Highlands, located at 1201 11th Avenue South in Birmingham, Alabama, (viii) the former AmSouth Operations Center, located at 720 39th Street North, Birmingham, Alabama, which will be used by UAHSF as administrative offices, and (ix) the Kirklin Clinic Comprehensive Cancer Center, 2145 Elmer J. Bissell Road in unincorporated Jefferson County;

WHEREAS, the UAHSF Facilities are or will be located wholly within the corporate limits of the City of Birmingham or wholly within unincorporated Jefferson County, Alabama;

WHEREAS, The UAHSF Facilities will be leased by the Board to UAHSF pursuant to a lease agreement (the "Lease Agreement"); the Series 2015 Bonds will be limited obligations of the Board and will be payable solely from the rentals payable by UAHSF under the Lease Agreement and any other revenues or receipts derived by the Board from the operation of the UAHSF Facilities; the Lease Agreement will provide for payment of rentals by UAHSF sufficient to pay debt service on the Series 2015 Bonds when due; and the Series 2015 Bonds will be secured under an agreement or agreements whereby the Board will pledge the rentals and any other revenues or receipts from the UAHSF Facilities for the benefit of the holders of the Series 2015 Bonds;

WHEREAS, the Series 2015 Bonds will not be general obligations of the Board and will not in any way constitute a debt, liability or obligation of the State of Alabama, Jefferson County, Alabama, the City of Birmingham, Alabama, or any other political subdivision of the State, and the Series 2015 Bonds will not be payable from any tax revenues; and

WHEREAS, a public hearing concerning the proposed issuance of the Series 2015 Bonds was conducted at Birmingham City Hall in the City of Birmingham, Jefferson County, Alabama at 10:00 AM on September 9, 2015; notice of such hearing was given by publication in The Birmingham News on August 23, 2015, and such hearing provided an opportunity for persons with different views on the proposed

issuance of the Series 2015 Bonds and the location and nature of the UAHSF Facilities to express their views, both orally and in writing.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby approve the issuance of the Series 2015 Bonds for the purposes set forth above, and the general location, character and nature of the UAHSF Facilities in Jefferson County, all in accordance with the foregoing recitals.

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

Sep-10-2015-842

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Katie Stewart in the amount of Four Thousand Six Hundred Ninety and no/100 (\$4,690.00) 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 Katie Stewart in the amount of \$4,690.00 and forward it to the County Attorney for disbursement.

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

Sep-10-2015-843

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Aviva Insurance in the amount of \$11,000.00 in return for title to County Vehicle No. A081101 and execution of the Automobile Proof of Loss and Final Release form.

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

Sep-10-2015-844

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Lexington Insurance Company in the amount of \$120,755.00 in return for execution of the Sworn Statement in Proof of Loss form.

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

Sep-10-2015-845

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the wrongful death claim of Rebekah Oglesby, Administrator of the Estate of Chandler Keith Oglesby, is hereby denied.

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

Sep-10-2015-846

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mark Hornsby in the amount of Two Thousand Three Hundred Twenty Five and 33/100 (\$2,325.33) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Mark Hornsby in the amount of \$2,325.33 and forward it to the County Attorney for disbursement.

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

Sep-10-2015-847

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber and sewer charges reimbursement claim of Angelica Williams in the amount of One Thousand Eight Hundred Seventy Nine and 34/100 (\$1,879.34) 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 Angelica Williams in the amount of \$1,879.34 and forward it to the County Attorney for disbursement.

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

Sep-10-2015-848

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.

- a. Allcom Wireless - installation of equipment for sedans - \$15,000
- b. Brasher Electronics - installation of equipment of sport utility vehicles - \$25,000
- c. New World Systems - software maintenance for records/jail management system - \$272,990 for FY2015-2016
(\$282,540-FY16-17/\$292,430-FY17-18/\$302,670-FY18-10/\$313,260-FY19-20)
- d. West Law Group - subscription for law research for inmate law library - \$14,935.20

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

Sep-10-2015-849

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Leeds City Schools to assist in funding for maintenance of baseball field at Leeds High School in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Leeds City Schools ("LEEDS") applied for a grant of funds for \$2,000.00; and

WHEREAS, LEEDS is a tax exempt non-profit educational institution which seeks assistance in funding for maintenance of the baseball field at Leeds High School (chemical treatments \$1,500, rakes and other equipment \$500). Average costs for field maintenance is \$5,000 per year; and

WHEREAS, LEEDS meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe T. Knight has recommended funding of \$2,000.00 to LEEDS, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to LEEDS a lump sum payment of \$2,000.00 upon execution of this agreement.
3. LEEDS shall use the public funds to assist with the maintenance and upkeep of the Leeds High School baseball fields.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. LEEDS, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. LEEDS, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by LEEDS, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. LEEDS, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

LEEDS CITY SCHOOLS

John Moore, Superintendent

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

Sep-10-2015-850

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Trussville City Schools to assist with funding for the Dynamic Movement Lesson Plans in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Trussville City Schools ("TRUSSVILLE") applied for a grant of funds for \$2,000.00; and

WHEREAS, TRUSSVILLE is a tax exempt non-profit educational institution which seeks assistance in funding for the Dynamic Movement Lesson Plans which covers nutrition, injury prevention, relaxation and being a good teammate through lectures, games and hands on labs; and

WHEREAS, TRUSSVILLE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe T. Knight has recommended funding of \$2,000.00 to TRUSSVILLE, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to TRUSSVILLE a lump sum payment of \$2,000.00 upon execution of this agreement.
3. TRUSSVILLE shall use the public funds to assist with the Dynamic Movement Lesson Plans program.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. TRUSSVILLE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. TRUSSVILLE, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by TRUSSVILLE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. TRUSSVILLE, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

TRUSSVILLE CITY SCHOOLS

Karen Johns, Athletic Director

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

Sep-10-2015-851

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and City of Kimberly to help with the costs of building a new fire station and interior furnishings in the amount \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, City of Kimberly ("KIMBERLY") applied for a grant of funds for \$2,000.00; and

WHEREAS, KIMBERLY is municipality with exemption under Section 40-23-4(a)(11), Code of Alabama 1975, as amended. The Kimberly Fire & Rescue Service was created by the Alabama Legislature Act 79 of the Special Session of the Legislature of Alabama of 1966, as amended by Act No. 488/1967, Act. No. 702/1967, Act No. 841/1971, Act No. 717/1973 and Act. No. 678/1977. Kimberly seeks assistance with the cost of building of a new fire station and providing interior furnishings. Kimberly Fire & Rescue has eighteen (18) volunteer

firefighters, as well as career firefighters, paramedics, EMTs and volunteer certified firefighter first responders; and

WHEREAS, KIMBERLY meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$2,000.00 to KIMBERLY, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to KIMBERLY a lump sum payment of \$2,000.00 upon execution of this agreement.
3. KIMBERLY shall use the public funds to help with the costs of building a new fire station and interior furnishings.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. KIMBERLY shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. KIMBERLY, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by KIMBERLY, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. KIMBERLY, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA – James A. Stephens, President - Jefferson County Commission

CITY OF KIMBERLY – Sandy Waid, City Clerk

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

Sep-10-2015-852

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and City of Kimberly to assist with funding for the purchase of food and folding chairs for the Kimberley Senior Center Christmas Program in the amount of \$500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, City of Kimberly ("CITY") applied for a grant of funds for \$500.00; and

WHEREAS, CITY is a municipality incorporated on March 15, 1951. It seeks assistance with the costs of their annual Christmas Program at the Kimberly Senior Center. \$300 will be for food and \$200 on purchasing folding tables; and

WHEREAS, CITY meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$500.00 to CITY, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to CITY a lump sum payment of \$500.00 upon execution of this agreement.
3. CITY shall use the public funds to purchase folding tables and food for the Kimberly Senior Center Christmas Program.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. CITY, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. CITY, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by CITY, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. CITY, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF KIMBERLY - FOR KIMBERLY SENIOR CENTER

Sandy Waid, City Clerk

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

Sep-10-2015-853

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Forney E. Howard to fill the unexpired term of Jim Dunn to serve on the Center Point Fire District Board of Trustees for a term ending November, 2016, be and hereby is approved.

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

Sep-10-2015-854

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by AYRS Food Fuel, LLC, applicant; Younus Yousuf Saleh, Member/Store Manager; d/b/a Pit Stop Grocery located at 760 Heflin Avenue East, Forestdale, AL 35214 for an off-premise 050 Retail Beer and an 070 Retail Table Wine license, be and hereby is approved.

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

Sep-10-2015-855

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by the Jefferson County Emergency Management Agency ("EMA") Council.

Subaward Agreement with the Alabama Emergency Management Agency for the federal Emergency Management Performance Grant (EMPG) for FY2014-2015 in the amount of \$250,584.

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

Sep-10-2015-856

WHEREAS, the Alabama Administrative Office of Courts (A.O.C.) has concluded that under current Alabama Law, the responsibility for court security is the responsibility of the County and the Sheriff, and

WHEREAS, courtroom security is currently provided by bailiffs in the Criminal and Family Court Divisions and these bailiffs are no longer funded by the A.O.C., and

WHEREAS, the courts in the Criminal and the Family Court Divisions cannot operate without adequate security, and

WHEREAS, it is in the best interest of the County for the courts to expedite cases in as timely a manner as possible,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute on behalf of the County an agreement with the A.O.C. to provide reimbursement to the A.O.C. for employment costs for said bailiff's in the Birmingham and Bessemer Divisions of the Tenth Judicial Circuit not to exceed the maximum amount of \$1,055,193.52 appropriation for fiscal year 2015-2016.

MEMORANDUM OF AGREEMENT
BETWEEN THE ADMINISTRATIVE OFFICE OF COURTS
AND
THE JEFFERSON COUNTY COMMISSION

This agreement is between the Alabama Administrative Office of Courts (A.O.C.) and the Jefferson County Commission ("Commission"). This agreement is entered into as a result of the recognition by the parties that court security is the responsibility of both the A.O.C. and the County and the Sheriff. The bailiffs and other court personnel who provide such security are employees of the State of Alabama but the Commission is making this commitment because without it the Courts of Jefferson County could not continue to operate at their current level of security.

1. The Commission agrees to reimburse the A.O.C. for the total costs of bailiffs working in the Courts of Jefferson County, Birmingham and Bessemer Divisions (the "Jefferson County Courts"), in a maximum amount not to exceed \$1,055,193.52.
2. The specific employees who will be paid from the funds furnished by the Commission are those employees of the Circuit and District Criminal Judges and the Family Court Judges of the Birmingham and Bessemer Divisions of the Court and have been selected and designated by the Presiding Judge of Jefferson County and identified with salaries on Exhibit A attached. Some of these employees will be entitled to specific individual merit increases during the term hereof which amounts shall be added as appropriate. As these individuals leave the employment of the Jefferson County Courts, the commission's obligation will be reduced correspondingly. As the vacancies are filled, the County's obligation shall be increased correspondingly, but not to exceed the maximum amount set out in paragraph one, above.
3. This agreement is for the State Fiscal Year of October 1, 2015 until September 30, 2016 and will expire at that time.

4. In a timely manner, the A.O.C. will send an itemized bill to the Presiding Judge of the Tenth Judicial Circuit for audit and preparation for payment.

5. The A.O.C. will immediately notify the Presiding Judge of the Tenth Judicial Circuit and the Chairman of the Commission in the event that the A.O.C. receives funding from the Alabama Legislature or any other source for the purpose of paying security personnel and/or additional operating costs of the Unified Court System. Thereupon, A.O.C. and the Commission shall confer and consider a reduction or termination of the Commission's participation herein.

6. This agreement may be cancelled at will by the Commission upon giving written notice to the A.O.C. at least thirty (30) days prior to such termination.

7. It is understood by the parties that Section 11 of Act No. 2004-562, the General Fund Appropriations Act, authorized counties to make donations, gifts or contributions to state departments and other entities to be automatically re-appropriated to such state departments and other entities for purpose or purposes for which the grant or contribution was or shall be made.

8. It is also understood that failure of any entity or official to make the payments set forth, above will result in the layoff (merit) or termination without prejudice (non-merit) of the affected employees.

IN WITNESS WHEREOF, the parties have executed this agreement this day of , 2015.

ALABAMA ADMINISTRATIVE OFFICE OF COURTS

_____, Administrative Director of Courts

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

Sep-10-2015-857

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Greater Birmingham Humane Society to assist in funding the Pet Pantry in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Greater Birmingham Humane Society ("GBHS") applied for a grant of funds for \$2,500.00; and

WHEREAS, GBHS is a 501(c)(3) organization which seeks assistance to help fund Pet Pantry, a program designed to help families having trouble feeding their pets due to unforeseen financial hardships an alternative to surrendering their pets. The Pet Pantry program helps save kennel space and reduces surrendering rates by keeping pets and families together by providing three (3) months of pet food and cat litter, covering the cost of spaying/neutering, and partnering with Birmingham Aids Outreach to provide pet food for pre-screened program enrollees on a monthly basis.

WHEREAS, GBHS meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to GBHS, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to GBHS a lump sum payment of \$2,500.00 upon execution of this agreement.
3. GBHS shall use the public funds to help fund Pet Pantry to assist financially hardship families keep their pets by providing food, litter and spay/neutering services.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. GBHS, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. GBHS, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State

Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by GBHS, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. GBHS, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

GREATER BIRMINGHAM HUMANE SOCIETY

Amanda Bates, Director of Development

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

Sep-10-2015-858

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Innovation Depot, Inc. to assist in funding the expansion and upgrade to their wireless network infrastructure in the amount of \$5,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, INNOVATION DEPOT, Inc. ("INNOVATION DEPOT") applied for a grant of funds for \$5,000.00; and

WHEREAS, INNOVATION DEPOT is a 501(c)(3) organization which seeks assistance with the \$65,000 costs to expand and upgrade their wireless network infrastructure of the Depot's business incubation facility. The improvement of their infrastructure will allow them to better serve the technology startup companies and entrepreneurs that will continue to drive economic development in the area; and

WHEREAS, INNOVATION DEPOT meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$5,000.00 to INNOVATION DEPOT, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to INNOVATION DEPOT a lump sum payment of \$5,000.00 upon execution of this agreement.
3. INNOVATION DEPOT shall use the public funds to pool with funds from other sources to expand and upgrade their wireless network

infrastructure.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. INNOVATION DEPOT, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.
5. INNOVATION DEPOT, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by INNOVATION DEPOT, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. INNOVATION DEPOT, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. INNOVATION DEPOT, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither INNOVATION DEPOT, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any manner whatsoever, to the County or any other public official or public employee. In any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

INNOVATION DEPOT

T. Devon Laney, President & CEO

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
9/10/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED A BULB FOR TB VENTILATION SYSTEM AT JAIL	GEN SVCS: ADMIN	95.00	1900091939
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED 3 PICTURE FRAMES FOR BHAM CH	GEN SVCS: ADMIN	163.09	1900091940
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF HOSES FOR STEAMER OVEN AT BESS JAIL.	GEN SVCS: ADMIN	124.50	1900091877
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE BOLTS FOR MAN LIFT AT GSOC.	GEN SVCS: ADMIN	22.41	1900091871
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF SUPPLIES FOR GROUNDS CREW AT GSOC	GEN SVCS: ADMIN	162.10	1900091942
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BLUE PRINT COPIES FOR OSCS AND CENTRAL LAUNDRY.	GEN SVCS: ADMIN	135.32	1900091763
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SUPPLIES TO REPAIR ROOF AT OSCA.	GEN SVCS: ADMIN	65.00	1900092047
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED A DE-SCALER TO CLEAN OVEN AT BESS JAIL.	GEN SVCS: ADMIN	151.32	1900092164
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE EVIDENCE PAPER, EVID. BAGS, FANS, SANITIZER	CORONER/MED EXAM	133.33	1900092170
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BELT FOR A MIXER AT THE BHAM JAIL.	GEN SVCS: ADMIN	246.10	1900092175
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF PRINTS FOR USE AT BHCH.	GEN SVCS: ADMIN	138.60	1900092227
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF CEILING TILE FOR GSOC.	GEN SVCS: ADMIN	224.00	1900092163
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH PAYOUT	CGH: ADMIN	836.30	1900092244
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LABELS FOR URGENT CARE	CGH: ELIGIBILITY	161.94	1900092246
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REG FEE/ MUGS/ PRACTIVE MEETING/	CGH: ADMIN	747.12	1900092245
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED LEAD SHEETING FOR METAL DETECTOR AT DR.	GEN SVCS: ADMIN	210.00	1900092144
DISTRICT 1	1025231	P RUSSELL-DEP CORONER	TRAVEL OVERAGE CORONER RUSSELL FORENSIC PHOTOGRAPH	CORONER/MED EXAM	149.40	1900092137
DISTRICT 1	1030897	JODY JACOBS, DEP CORONER	TRAVEL OVERAGE CORONER JACOBS FORENSIC PHOTOGRAPHY	CORONER/MED EXAM	105.24	1900092136
*DISTRICT 1					3,870.77	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - MICHAEL GLAZE	PER BD: TRAINING	98.99	1900091619
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FOOD FOR A MEETING	ECON DEV WKFORCE INVEST	35.54	1900091883
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER	ECON DEV WKFORCE INVEST	13.00	1900091885
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRINTER & INK	FC ADMIN SERVICES	199.98	1900092165
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JONNA EDWARDS	PER BD: ADMINISTRATION	40.25	1900092166
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - ALLYSA SINGER - AUGUST 2015	PER BD: TESTING	50.03	1900092187
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: TRAVEL REFUND_SHARON YOUNGBLOOD	ECON DEV WKFORCE INVEST	48.87	1900091986

DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: RECORDING FEES_DMO CASES	COMMUNITY DEV	44.00	1900091988
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MEDICINE AND SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	224.08	1900091989
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: MILEAGE REIMBURSEMENT_T. WRIGHT	SENIOR CITIZEN SERVICES	41.11	1900092013
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - STACEY LANGE	PER BD: TESTING	38.30	1900092304
DISTRICT 2	1018666	PETE BLANK	REIMBURSEMENT TO PETE BLANK	PER BD: TRAINING	50.00	1900091944
DISTRICT 2	1020402	KIM KINDER	TRAVEL REIMBURSEMENT - KIM KINDER - SHRM CONFERENCE	PER BD: ADMIN	129.00	1900092036
DISTRICT 2	1029971	MICHAEL EKEMA-AGBAW	ASSESSOR REIMBURSEMENT - MICHAEL EKEMA-AGBAW	PER BD: TESTING	377.80	1900092226
DISTRICT 2	1032979	JAY FAITH	ASSESSOR REIMBURSEMENT-JAY FAITH	PER BD: TESTING	297.50	1900092239
DISTRICT 2	1033176	ALEXANDER CLARKE	ASSESSOR REIMBURSEMENT-HALI CHAMBERS	PER BD: TESTING	175.00	1900092225
DISTRICT 2	1033193	KATHERINE WILCOX	ASSESSOR REIMBURSEMENT - KATHERINE WILCOX	PER BD: TESTING	142.25	1900092240
*DISTRICT 2					2,005.70	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	SHREDDER OIL	SHER CORRECT-BESSEMER	15.39	1900091884
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	UTILITY HOOKS	SHER CORRECT-BESSEMER	8.76	1900091746
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	PROBATED LEVY	SHER ENFORCE-BESSEMER	16.00	1900091747
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES, PVC PIPE & COUPLINGS, PINE STRAW	ES: CONSTRUCT SEWER LINE	222.47	1900090605
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TENT (2),CDL PORTION OF LICENSE (3), MAILBOX,FENCE	ES: CONSTRUCT SEWER LINE	264.54	1900091612
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ANGLE GRINDER, SCREW DRIVERS, AND BATTERY CHARGER	ES: TURKEY CREEK WWTP	148.40	1900091752
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WOOD, FAN, SUPPLIES - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	216.09	1900091874
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMPS REQ.-ANNEX CO. PROP. TO CITY OF HUEYTOWN	R&T: RIGHT OF WAY	98.00	1900091886
DISTRICT 3	1000193	JEFFERSON CO TREASURER	AIR HOSE, AND FITTINGS	ES: TURKEY CREEK WWTP	83.83	1900091821
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMPS,KEY,FUNNEL,BIT SET,CABLE DRAIN CLEANING	ES: ADMIN LINE MAINT	406.63	1900091936
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ENVELOPES-FOR NOTICES PROPERTY OWNERS-ANNEXATION	R&T: RIGHT OF WAY	22.99	1900091947
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSE SCREEN PROTECTOR FOR ROW-AD	R&T: RIGHT OF WAY	9.96	1900091882
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSE CELL PHONE COVER & CHARGER LINE-ROW-RT	R&T: RIGHT OF WAY	57.94	1900091945
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SPARK PLUG, WIRE	ES: CONST SEWER LINE	18.75	1900091830
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASED A METAL DOOR FOR KETONA SIGNAL SHOP.	R&T: TRAFFIC ENGINEERING	425.00	1900091873
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRAIN;BATTERIES;FITTINGS;HOSE;CUT LINE;SLEEVES;	ES: PKGE WWTP & PUMP STA	234.08	1900091916
DISTRICT 3	1000193	JEFFERSON CO TREASURER	4" CHECK VALVE BALL;	ES: PKGE WWTP & PUMP STA	416.15	1900091917
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMP/CDL LIC/HANDSANITIZER	SHER CORRECT-BHAM	102.19	1900091744
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HTH,CALC HYPOCHLORIDE 100# PAIL GRANULAR;	ES: FIVE MILE CREEK WWTP	286.00	1900092161
DISTRICT 3	1000193	JEFFERSON CO TREASURER	A/C REPAIR AND INSTALL PARTS	ES: CAHABA RIVER WWTP	359.64	1900092132
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASE DUCT WORK MATERIALS FOR CAMP BESSEMER.	R&T: HIWAY MAINT-BESS	115.00	1900092048
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	60.38	1900092034
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PRIMER,BELTS,OIL, TRIMMER LINE,TOOLS	ES: CAHABA RIVER WWTP	108.93	1900092131
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PACKING FOR INF PUMP NEEDED ASAP!	ES: CAHABA RIVER WWTP	494.69	1900092138
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ANCHORS,BATTERIES,SCREWS,BELTS,BOTTLES,THIMBLES	ES: TRUSSVILLE WWTP	243.51	1900092035
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PVC PARTS FOR PLANT WATER	ES: LEEDS WWTP	11.10	1900092171
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GASKET FOR COUPLING	ES: LEEDS WWTP	3.91	1900092172
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LIQUID TAPE	ES: LEEDS WWTP	7.47	1900092173
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BULBS	ES: TRUSSVILLE WWTP	12.94	1900092049
DISTRICT 3	1000193	JEFFERSON CO TREASURER	3.5 LBS OF PACKING FOR INF PUMP NEEDED ASAP	ES: CAHABA RIVER WWTP	494.69	1900092160
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PVC PIPING FOR WATER LINE AT INFLUENT	ES: LEEDS WWTP	159.44	1900091991
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BUSHING,HOSE,BATTERY	ES: VILLAGE MAINT HOP	212.08	1900092238
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERIES, BATTERY CHARGER	ES: VALLEY CREEK WWTP	1,056.69	1900091974
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KITCHEN SUPPLIES, FUEL, POSTAGE, VEHICLE TITLES	FLEET MGMT: ADMIN	108.39	1900092134
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CETIFICATION RENEWAL FOR OPERATOR	ES: LEEDS WWTP	60.00	1900092241
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EMPLOYEE USED PERSONAL VEHICLE TO ANSWER ALARM	ES: LEEDS WWTP	20.25	1900092242
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR TRAVEL WHEN RATE WAS CH	STORM WATER MGT DEPT	31.62	1900092123
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASED A TRANSITION FOR KETONA.	R&T: HIWAY MAINT-KETONA	500.00	1900092228
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CAPS FOR MILK JUGS, 1/2 GALLON JUGS	ES: BARTON LAB	40.10	1900092122
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SOCKET SET, TORQUE WRENCH, HEX HEAD TOOLS	ES: TURKEY CREEK WWTP	220.68	1900091981
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RWS HOSE, PAINT, FUEL, MISC TOOLS - CAMP BESSEMER	R&T: HIWAY MAINT-BESS	181.78	1900091983
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CAHIN SAW BARS & WEED EATER LINE - CAMP KETONA	R&T: HIWAY MAINT-KETONA	202.94	1900092169
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT - TRACY PATE	R&T: ADMIN	21.40	1900092231
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS, ADAPTER, CLEANOUT PLUG, CDL	R&T: HIWAY ENG & CONST	141.51	1900092174
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TOOL:CHARTS;FLAT TOOL;RELAY;REIMBURSEMENTS-RECERTI	ES: FIVE MILE CREEK WWTP	336.49	1900091992
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRASH NABBER, BATTERY, RATCHET, MOTOR OIL, REGULAT	R&T: HIWAY MAINT-KETONA	250.60	1900091982
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PAINT THINNER FUSES JUGS BOX BATTERIES PLUMBNG KEY	ES: VALLEY CREEK WWTP	1,383.08	1900092003
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERIES;V-BELT;TSTAT;NITROGEN;SEALANT;	ES: PAAGE WWTP & PUMP STA	76.33	1900092128
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GENERATOR SERVICE-GSOC AND PARTS FOR X-RAY MACHINE	R&T: HIWAY MAINT-BESS	294.72	1900091985
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PARKIKNG FEE;LIME;CAPS;BOILER CERTIFICATE;BOOKS;	ES: FIVE MILE CREEK WWTP	311.87	1900092129
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSE - PENS FOR ROW - DS	R&T: RIGHT OF WAY	8.29	1900092002
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CATCH DRIER;PUNCHNITROGEN;SOLDER;WINDO COVER;PANEL	ES: VILLAGE ELECT SHOP	356.79	1900092011
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PLUMBING MARKER STRIPING WAND RAIN SUITS	ES: VALLEY CREEK WWTP	694.70	1900092179
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CERTIFICATE RENEWAL	ES: TRUSSVILLE WWTP	60.00	1900092181
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SPARK PLUG, PRIMER BULB, WEED EATER LINE	ES: VILLAGE LINE MAINT	116.37	1900092010
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FILE & CHAINSAW BOXES, CHAINSAW SET SCREW, TOOLS	R&T: HIWAY MAINT-KETONA	270.76	1900092087
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASED MISC. FLASHING & PAN DIVIDER FOR KETONA	R&T: HIWAY ENG & CONSTR	168.00	1900092149
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEES DUE ON COLLECTIONS INVOICE # 31758	FINANCE SEWER SERVICES	66.24	1900092054
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEES DUE ON COLLECTIONS INVOICE # 31762	FINANCE SEWER SERVICES	12.79	1900092058
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEES DUE ON COLLECTIONS INVOICE # 31760	FINANCE SEWER SERVICES	1,689.30	1900092056
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEES DUE ON COLLECTIONS INVOICE # 31761	FINANCE SEWER SERVICES	89.45	1900092057
DISTRICT 3	1000643	AMERICAN BAR ASSN	2016 ABA DUES - CAROL S. NELSON #00142425	FINANCE SEWER SERVICES	2.90	1900092055
DISTRICT 3	1000643	AMERICAN BAR ASN	2016 ABA DUES - THEODORE A. LAWSON #02253707	COUNTY ATTORNEY	258.00	1900092106
DISTRICT 3	1000643	AMERICAN BAR ASSN	2016 ABA DUES - ALLISON NICHOLS-GAULT #02213014	COUNTY ATTORNEY	156.00	1900092120
DISTRICT 3	1000643	AMERICAN BAR ASSN	2016 ABA DUES - BRENT GIBSON GRAINGER #01218907	COUNTY ATTORNEY	483.00	1900092121
DISTRICT 3	1004733	FREEDOM REPORTING INC	JEFFCO V. DEAN - BRIAN HARRIS DEPO	COUNTY ATTORNEY	546.75	1900092135
DISTRICT 3	1033268	LENA CATHERINE FULTON	REFUND FOR OVERPAYMENT & FB ACCT # W0-121328D	FINANCE SEWER SERVICES	107.13	1900092050
DISTRICT 3	1033349	BILLIE M BAKER	REFUND OF SEWER IMPACT FEES	ES: SANIT		

between Jefferson County, Alabama and Insyte CPAs, LLC to provide consulting services for Munis system implementation and post-implementation stabilization assistance in the amount of \$175,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is hereby entered into this 2nd day of September, 2015 by and between Jefferson County, Alabama, hereinafter "County", and Insyte CPAs, LLC located at 1900 International Park Drive, Suite 105, Birmingham, AL 35243, hereinafter "Consultant." The effective date of this agreement shall be September 10, 2015.

WHEREAS, the County desires to contract for professional consulting services for the Munis system implementation and post-implementation stabilization assistance.

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

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

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

SCOPE OF SERVICES: Consultant will provide professional consulting services as set forth in the attached Exhibit A.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Consultant shall be available to render service to the County at any time on or after the effective date of this Contract through May 31, 2017. The term may be extended by mutual agreement of the parties via an Amendment to the contract.

COMPENSATION AND PAYMENT TERMS: Consultant shall be compensated for hours incurred at the rates set forth in Exhibit B. Rates shall not be increased during the term. Payment shall be made within thirty (30) days after receipt by the County of an acceptable invoice of services. Invoices should be reasonably detailed enough to include identification of the timekeeper, the nature of services rendered by the timekeeper, and the total time spent rendering each service. Total compensation under this agreement shall not exceed \$175,000.

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

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

STATEMENT OF CONFIDENTIALITY: Consultant agrees that any information accessed or gained in performance of its duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the performance of duties or where disclosure is required by law or mandated by a court of law.

INDEPENDENT CONSULTANT: Consultant acknowledges and understands that the performance of this contract is as an independent Consultant and as such, the Consultant is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

The Consultant shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County.

FINDER'S FEE: Consultant expressly agrees to pay any finder's fee charged to the County by Consultant's previous employer, up to twenty-five (25) percent of Consultant's previous annual compensation.

NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity. Consultant agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, color, religion, sex, national origin, age, disability or veteran status.

MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Consultant shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law. Consultant will also furnish documentation confirming all relevant business license fees are current.

TERMINATION OF CONTRACT: This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; or (b) by either party, regardless of reason, upon thirty (30) days prior written notice to the other party. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for

professional fees to the date of termination and for any work necessitated by that termination.

LIABILITY: The Consultant shall not, without prior written permission of the County specifically authorizing it to do so, represent or hold itself out to others as an agent of or act on behalf of the County. Consultant and County shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any claims or damages resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors. Liability shall not exceed the fees paid under this agreement by the County.

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

Client: Jefferson County Manager
716 Richard Arrington Jr. Blvd. North
Suite 251
Birmingham, AL 35203

Copy to: Chief Financial Officer
716 N Richard Arrington Jr. Blvd.
Suite 830
Birmingham, Alabama 35203

Consultant: Managing Member
Insyte CPAs, LLC
1900 International Park Drive, Suite 105
Birmingham, AL 35243

AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract.

INSURANCE: The Consultant will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

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

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

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

of assistance in obtaining any amendment to this contract or any other contract with the Consultant for which compensation will be claimed during the period of time this contract is being performed.

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

ENGAGEMENT LIMITATIONS: County acknowledges that Consultant does not provide any guarantees of the success of the system implementation project or the County's ability to achieve timely and accurate transaction processing or reporting after the system go-live dates.

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this contract.
- b. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- c. All notices required or permitted under this contract shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed above, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

CONSULTANT:

Cindy Wyatt, Managing Member

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

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

Sep-10-2015-860

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 8/21/15 - 8/24/15

NO ITEMS FOR THIS REPORTING PERIOD

FOR WEEK OF 8/25/15 - 9/3/15

1. ENVIRONMENTAL SERVICES FROM HOLT AUDIO AND VIDEO, BIRMINGHAM, AL, TO AWARD BID FOR AV SYSTEM UPGRADE TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 9/10/15 – 9/09/16. REFERENCE BID # 109-15R
2. SHERIFF'S DEPARTMENT AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CHARM-TEX, BROOKLYN, NY, TO AWARD BID FOR LINEN (TOWELS, WASH CLOTHS, BLANKETS AND FLAT SHEETS) TO BE ORDERED BY USER DEPARTMENTS FOR THE PERIOD OF 9/10/15 – 9/09/16. REFERENCE BID # 128-15
3. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM TRIDENT BEVERAGE, ELMORE, AL, TO AWARD BID FOR BEVERAGES: JUICE, TEA & COFFEE FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 129-15
4. COOPER GREEN MERCY HEALTH SERVICES FROM ZOLL MEDICAL, CHELMSFORD, MA, TO PURCHASE AED PLUS WITH AED COVER WALL CABINET. NOVATION CONTRACT PERIOD 10/01/14 – 9/30/17.

SAP PURCHASE ORDER # 2000088383 \$18,210.20 TOTAL NOVATION CONTRACT # CE2544

5. ACKNOWLEDGED FOR HUMAN RESOURCES – RECEIVER FROM SIENNA CONSULTING FORMERLY THE YUSKO GROUP INCORPORATED, CLIFTON, VA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONSULTING TO PROVIDE STRATEGIC AND TECHNICAL PLANNING SERVICES.

SAP PURCHASE ORDER # 2000077357 CHANGE ORDER \$ 60,000.00

PURCHASE ORDER \$1,557,000.00 TOTAL

6. GENERAL SERVICE – ADMINISTRATION FROM SOUTHERN BUILDING MAINTENANCE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR JANITORIAL SERVICES FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082086 CHANGE ORDER \$ 35,000.00 REFERENCE BID # 23-13

PURCHASE ORDER \$255,000.00 TOTAL

7. ENVIRONMENTAL SERVICES (VILLAGE ELECTRICAL SHOP) FROM B & D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SMALL MOTOR REPAIRS AND REPLACEMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000083713
 CHANGE ORDER \$ 3,000.00 REFERENCE BID # 131-12 PURCHASE ORDER \$63,000.00 TOTAL
8. HUMAN RESOURCES ADMINISTRATION FROM SOUTHLAKE CAPITAL LLC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LEASE OF KONICA MINOLTA BIZHUM C754e COPIER FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000084334
 CHANGE ORDER \$ 2,102.40
 REFERENCE BID # 60-13 PURCHASE ORDER \$6,305.20 TOTAL
9. FAMILY COURT – BESSEMER JUVENILE FROM DEX IMAGING, TAMPA, FL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR KONICA MINOLTA BIZHUM C654e COPIER FOR THE PERIOD 10/01/14 – 9/30/15.
 SAP PURCHASE ORDER # 2000087750
 PURCHASE ORDER \$27,164.00 TOTAL
 CHANGE ORDER \$ 642.00 REFERENCE BID # 105-14

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

Sep-10-2015-891

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 8/21/15 - 8/24/15 and 8/25/15 - 9/3/15, BE AND HEREBY IS APPROVED.

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

Sep-10-2015-862

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 8/21/15 - 8/24/15 and 8/25/15 - 9/3/15, BE AND HEREBY IS APPROVED.

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

Sep-10-2015-863

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date July 26, 2015.

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

Sep-10-2015-864

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following intergovernmental agreement between Jefferson County, Alabama and Tuscaloosa City Schools as a participant in the Jefferson County Regional Purchasing Cooperative.

INTERGOVERNMENTAL AGREEMENT
 ESTABLISHING

THE PURCHASING ASSOCIATION OF CENTRAL ALABAMA

This Agreement made this 13th day of September, 2015 between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and other counties of Alabama as choose to be governed by the provisions of the Purchasing Association of Central Alabama as hereinafter set forth.

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Purchasing Association of Central Alabama, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure, as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the county shall seek input from the other participants to ensure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the

County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the abovementioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and other counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

Tuscaloosa City Board of Education

COUNTY OF JEFFERSON, ALABAMA

Dr. Paul McKendrick, Superintendent

A Municipal/Public Corporation

James A. Stephens, President

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Remeka Reddock, Veronica Bass, Kimberly Blue, Tom Carew, Kingsley Moore, Patricia Larue, Monica Evans, Robin Henderson, William Baker Appraisal Manual Commercial Hoover, AL – October 5-9, 2015	(State funds)	\$2,475
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Remeka Reddock, Kimberly Blue, Tom Carew, Kingsley Moore, William Baker, Courtney Parker, Eric Wolfe, Royce Davis Fundamentals of Real Property Appraisal Hoover, AL – November 9-13, 2015	(State funds)	\$4,840
Stormwater Management		
Hana Berres		\$886.25
Lin DiClemente		\$896.60
Amanda Elledge		\$897.76
Southeastern Regional Stormwater Conference		
Chattanooga, TN – October 14-16, 2015		
Individual Staff Development		
Commission - District 2		
Sandra Brown		\$215.69
ACCA Bd Retreat		
Dadeville, AL – September 16-17, 2015		
Community and Economic Development		
Frederick Hamilton		\$2,208.80
IEDC Annual Conference		
Anchorage, AK – October 2-6, 2015		
Frederick Hamilton		\$1,527.94
SETA Fall Conference		
Savannah, GA – September 13-15, 2015		
County Attorney		
Brent Grainger		\$329.00
CLE Seminar		
Birmingham, AL – October 23, 2015		
Revenue		
Travis Hulsey		\$200.00
Institute of Management Accountants CPE		
Birmingham, AL – September 18 & 26, 2015		
For Information Only		
Personnel Board		
Ayla Russell		\$147.00
2015 Birmingham Business Journal Women's Summit		
Birmingham, AL – September 24, 2015		
Sheriff's Office		
George McCreless, Jr		\$295.00
First Line Supervision		
Birmingham, AL – September 21-23, 2015		
Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye"		
Knight, Brown, Bowman, Carrington and Stephens.		

BUDGET TRANSACTIONS

Personnel Board \$66,000

Shift funds from various accounts to purchase modular furniture for the IT Department and to cover cost in other operating accounts.
Also, add a purchasing memorandum for \$50,000 to purchase modular furniture.

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

Sep-10-2015-865

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Decision Support to provide maintenance support for URSA EX-Spec reporting tool and related software on the Unisys mainframe for the period November 1, 2015- October 31, 2016 in the amount of \$35,359.02.

CONTRACT NO.: 00005648

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of October 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Decision Support, LLC., hereinafter referred to as the "Contractor" to provide URSA InfoSuite Software Service Maintenance Support and Use Subscription Renewal.

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. 00005648. The original contract between the parties referenced above, was approved by the Commission on November 6, 2013, MB 165, Page(s) 472-474.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$35,359.02

AUTHORIZATION TO PERFORM WORK:

November 1, 2015 to October 31, 2016

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

DECISION SUPPORT

_____, Authorized Representative

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

Sep-10-2015-866

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 Attachmate, Inc. to provide maintenance support for software that supports emulation of desktop and laptop computers for the period November 1, 2015 - October 31, 2016 in the amount of \$55,318.10.

CONTRACT NO.: 00005695

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of October 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Attachmate Corporation, hereinafter referred to as the "Contractor" to provide Reflection, INFOConnect, and DATABridge Support 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. 00005695. The original contract between the parties referenced above, was approved by the Commission on December 19, 2013, MB 165, Page(s) 571-573.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$55,318.10

AUTHORIZATION TO PERFORM WORK:

November 1, 2015 to October 31, 2016

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

ATTACHMATE CORPORATION

_____, Authorized Representative

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

Sep-10-2015-867

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 four Brocade SAN fiber channel switches for the period August 12, 2015 - August 13, 2016 in the amount of \$4,948.

CONTRACT NO.: 00006379

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of September 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Teklinks, Inc., hereinafter referred to as the "Contractor" to provide Brocade Fiber Channel SAN Switch Support 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. 00006379. The original contract between the parties referenced above, was approved by the Commission on August 14, 2014, MB 166, Page(s) 541-542.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$4,948.00

AUTHORIZATION TO PERFORM WORK:

August 12, 2015 - August 13, 2016

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

TEKLINKS, INC.

_____, Authorize Representative

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

Sep-10-2015-868

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 High Ground Solutions to provide maintenance support for the Emergency Notification & Rapid Alert System for the period September 30, 2015 - September 30, 2016 in the amount of \$4,400.

CONTRACT NO.: 00006595

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of September, 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and High Ground Solutions hereinafter referred to as the "Contractor" to provide license and services for Emergency Notification and Rapid Alert System.

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. 00006595. The original contract between the parties referenced above, was approved by the Commission on October 9, 2014, MB 167, Page 167 -129.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate High Ground Solution attached agreement.

COMPENSATION:

The contractor shall be compensated a sum of \$4,400.

AUTHORIZATION TO PERFORM WORK:

09/30/2015 to 09/30/2016

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

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

JEFFERSON COUNTY COMMISSION

James Stephens, President

HIGH GROUND SOLUTIONS

_____, Authorized Representative

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

Sep-10-2015-869

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a First Amendment to Antenna Site Lease between Jefferson County, Alabama and Pinnacle Towers, LLC (Crown) for lease of radio tower site on Tyler Road for a period of one year beginning August 1, 2015 in the amount of \$1,650 per month.

Customer Site Name: N/A

Crown Site Name: Birmingham (Old Tyler Rd.)

Customer Site ID: N/A

Crown Business Unit: 870798

License Number: 125974

Amendment Number: 463630

FIRST AMENDMENT TO ANTENNA SITE LEASE

This First Amendment to Antenna Site Lease (this "Amendment") is made this day of by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown"), and Jefferson County General Services, an Alabama municipal district ("Customer").

WHEREAS, Crown (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Antenna Site Lease dated July 3, 2001, as may have been previously amended and/or assigned (hereinafter the "TLA"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility described in the TLA (the "Site"), and

WHEREAS, Crown and Customer desre to amend the TLA pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the TLA.
2. The monthly fee due under the TLA shall increase by One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00) on August 1, 2015.
3. Notwithstanding anything to the contrary in the TLA, the recurring lease or license fee due under the Co-Location Agreement shall increase on, or shall be deemed to have been increased effective as of, June 1, 2016, and every anniversary of such date thereafter (each such date, an "Adjustment Date") by an amount equal to three percent (3%). Crown's failure to demand any such increase shall not be construed as a waiver of any right thereto and Customer shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.
4. The parties acknowledge that Customer is making certain modifications to its space and/or equipment at the Site as described in Attachment A, attached hereto.
5. The descriptions of Customer's space on the tower set forth in the TLA (including, without limitation, any descriptions of Customer's space on the tower set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the tower set forth in Attachment A and Attachment C, attached hereto.
6. The equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in any

schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in Attachment A and Attachment C, attached hereto. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, this Amendment does not in any way modify the equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in any schedules, exhibits or attachments to the TLA).

7. Except as expressly set forth in this Amendment, the TLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC, a Delaware limited liability company

JOHN M. MASSIMINO, LICENSING MANAGER

CUSTOMER:

Jefferson County, Alabama

James A. Stephens, President - Jefferson County Commission

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

Sep-10-2015-870

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Addendum to the Agreement between Jefferson County, Alabama and E-Ring, Inc. to services for the Mobile Appraisal software , training, and maintenance support in the amount of \$435,000 for the Board of Equalization.

CONTRACT NO. 00001555

RFP # 145-09

INTEGRATED TAIL SYSTEM SERVICES CONTRACT
ADDENDUM

THIS ADDENDUM TO THE INTGRATED TAX SYSTEM SERVICES CONTRACT (this "Addendum") is II', entered into this day of , 2015, by and between E-RING.COM, INC. (d/b/a E-Ring, Inc.) ("E-Ring"), whose registered office is at 3015 Windward Plaza Ste. 575, Alpharetta, CA, and Jefferson County Commission ("the County"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

WHEREAS, E-Ring and the County are parties to that certain Integrated Tax System Service Contract dated as of October 1, 2010 ("the "Agreement").

WHEREAS, in addition to the obligations undertaken pursuant to the Agreement, E-Ring, at the request of the County, desires to provide the County with certain software related to a Mobile Appraiser - Capture iPad (defined below). as well as installation, integration, customization and maintenance and support services relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agreed as follows:

1. MOBILE APPRAISER - CAPTURE IPAD MODULE: As used herein, the term "Mobile Appraiser - Capture i.Pad Module" shall mean a version of CAPture software that runs on the iPad to be used in appraisal field work as a data collection tool.
2. SCOPE OF WORK: The services and deliverables to be provided by E-Ring under this Addendum are as follows:
 - 2.1 E-Ring shall configure Capture Mobile Appraiser - Capture iPad Module to work with the current implementation of Capture in the county.
 - 2.2 E-Ring shall provide training and implementation support as required during the implementation until go live.
 - 2.3 E-Ring shall provide on-going maintenance and support of the Mobile Appraiser - Capture iPad Module in accordance with Section 4 below.
 - 2.4 E-Ring will customize and integrate Capture iPad with the Capture LAMA edition software. Customization and Integration is listed

in Exhibit A

3. COMPENSATION: License fee including all the project cost is Four Hundred Thirty Five Thousand Dollars (\$435,000) in exchange for the product, services and deliverables specified in Subsections 2.1 and 2.2 above. E-Ring shall be paid Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500) of said amount in advance, with the first payment due and payable upon execution of this Addendum. E-Ring shall be paid the remaining Two Hund Seventeen Thousand Five Hundred Dollars (\$217,500) at the same time at which the County is required to make the final incremental payment to E-Ring pursuant to Section 4 of the Agreement.

4. MOBILE APPRAISER - CAPTURE IPAD MODULE MAINTENANCE AND SUPPORT:

4.1 Mobile Appraiser - Capture Wad Mule Maintenance and Support Services: E-Ring will furnish Maintenance and Support Services (as defined in the Agreement), as applicable, for the during the Mobile Appraiser - Capture iPad Module Maintenance Term (defined below). The terms and conditions set forth in Attachment A - Part B to Exhibit D of the Agreement shall apply to the Maintenance and Support Services to be provided by E-Ring with respect to the Mobile Appraiser- Capture iPad Module. to the extent applicable.

4.2 Mobile Appraiser - Capture iPad Module Maintenance Term: The ":Mobile Appraiser - Capture iPad Module Maintenance Term" shall be a one-year term commencing one year from the date the Mobile ppraiser - Capture iPad Module is accepted by the County. The Mobile Appraiser - Capture iPad Module Maintenance Term will automatically renew for subsequent terms of one (1) year each, unless and until eithe Party gives the other Party at least thirty (30) days' written notice of termination prior to the end of the then current term.

4.3 Mobile Appraiser - Capture Wad Module Maintenance Fee: The amount to be paid to E-Ring in exchange for the performance of Maintenance and Support Services with respect to the Mobile Appraiser Capture iPad Module during the Mobile Appraiser - Capture iPad Module Maintenance Term shall be Sixty Thousand Dollars (\$60,000) per year (the "Mobile Appraiser - Capture Wad Module Maintenance Fee") Mobile Appraiser - Capture iPad Module Maintenance Fees are due and payable in advance on an annual basis, with the first payment due and payable one year from the date the Mobile Appraiser - Capture iPad odule is accepted by the County. E-Ring reserves the right to increase (not to exceed 5% per year) the annual Mobile Appraiser - Capture iPad Module Maintenance Fees payable for any renewal Mobile Appraiser - Capture iPad Module Maintenance Term by giving the County prior written notice of the price increase at least sixty (60) days prior to the beginning of the renewal Mobile Appraiser - Capture iPad Module Maintenance Term. The County acknowledges and agrees that the Mobile Appraiser - Capture iPad Module Maintenance Fees due under this Addendum are separate from and in addition to any and all Maintenance Fees due under the Agreement.

5. LIMITED WARRANTY: E-Ring represents and warrants that all services to be performed by E-Ring as contemplated under this Addendum will be performed in a competent and workmanlike manner by individuals of appropriate training and experience. The warranty specified in the preceding sentence is exclusive and in lieu of all other warranties. Except as expressly set forth in this Section 5, E-Ring specifically disclaims any other warranty, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.

6. LATE PAYMENTS: Any Mobile Appraiser - Capture iPad Module Maintenance Fees or other fees or expenses due to E-Ring hereunder that are not paid on the date on which they become payable will bear interest at the rate of 1%per month until paid in full.

7. LIMITATION OF LIABILITY: The cumulative liability of E-Ring for all claims relating to any deliverable or service provided under this Addendum, whether in contract, tort, or otherwise, will in no event exceed the total amount of all fees paid to E-Ring hereunder, In no event will either Party be liable to the other Party or any other person for any consequential, indirect, special, or incidental damages, including loss of profits, revenue, data or use, incurred by either Party or any third party, even if such Party has been advised of the possibility of such potential loss or damage.

8. SEVERABILITY: NO WAIVER: If any provision of this Addendum is held to be invalid or unenforceable, the remaining provisions of this Addendum will remain in full force and effect. The waiver by either Party of and default or breach of this Addendum will not constitute a waiver of any other or subsequent default or breach.

9. EFFECT OF THIS ADDENDUM: This Addendum is deemed to be an integral part of the Agreement. All terms and conditions set forth in the Agreement shall apply to the deliverables and services to be provided by E-Ring under this Addendum, to the extent applicable. In the event of a conflict between any terms and conditions of this Addendum and any terms and conditions of the Agreement, the terms and conditions of this Addendum will control, but only with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the definitions assigned to them in the Agreement. This Addendum may be modified only in a writing which expressly references this Addendum and is executed by both of the Patties, This Addendum may be executed in several counterparts, all of which take together wilt constitute one single agreement between the Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be execute by their duly authorized representative.

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

E-RING.COM, INC.

Raj Radhakrishnan, CEO

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

Sep-10-2015-871

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Pinson to assist in funding security at the Turkey Creek Preserve in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, City of Pinson ("PINSON") applied for a grant of funds for \$2,000.00; and

WHEREAS, PINSON is a municipality incorporated on March 30, 2004. It seeks funds to help with security costs at the Turkey Creek Nature Preserve. Added security during peak days and weekends will provide a positive impact, experience and safety to those citizens who come visit the preserve; and

WHEREAS, PINSON meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$2,000.00 to PINSON, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to PINSON a lump sum payment of \$2,000.00 upon execution of this agreement.
3. PINSON shall use the public funds to help pay for the additional security costs at Turkey Creek Nature Preserve.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. PINSON, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. PINSON, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by PINSON, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. PINSON, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF PINSON

Hoyt Sanders, Mayor

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

Sep-10-2015-872

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 15-5, be and hereby is approved.

ADMINISTRATIVE ORDER

OF THE

JEFFERSON COUNTY COMMISSION

15-5

PURSUANT to the authority vested in the Jefferson County Commission by law, Administrative Order 15-____ is hereby issued:

I. PURPOSE

To establish a policy for compliance with the limitations contained in the Merit System Law on the use of contractors to perform the work of Merit System employees.

II. DEFINITIONS

For purposes of this Administrative Order these terms shall have the following definition:

1. "County": Jefferson County, a political subdivision of the State of Alabama.
2. "County Commission": The Jefferson County Commission.
3. "Independent Contractor": Any person, firm or entity, to include a prospective Independent Contractor. The term "Independent Contractor" shall not include any person, firm, or entity to be retained by the Appointing Authority for the construction of viaducts, bridges, street improvements, sewers, canals, public buildings, or public utilities.
4. "Merit System Employees": Classified employees under the Merit System Law.
5. "Merit System Law": Alabama Act 248 (1945), as amended.
6. "Personnel Board": The Jefferson County Personnel Board.
7. "Staffing Contract": A contract between the County and an Independent Contractor that includes work which could be performed by Merit System Employees.

III. POLICY

1. It shall be the policy of the County Commission to strictly comply with the Merit System Law which places certain limitations on the use of Independent Contractors to perform the work of Merit System employees. To ensure compliance with this policy, the County Manager, in consultation with the County Attorney's Office, shall develop and maintain written contract review procedures consistent with all applicable laws, including, but not limited to the Merit System Law. All Staffing Contracts shall be reviewed pursuant to such contract review procedures, which shall, among other things, require an analysis of each Staffing Contract under the following factors:

A. Whether the work to be completed by the Independent Contractor can be performed as well, practically, expeditiously and economically by Merit System employees.

B. Whether qualified persons are available for appointment under the Merit System Law or the Personnel Board rules for performance of the work to be performed by the Independent Contractor;

C. Whether the work to be performed may reasonably be expected to be continuous for an indefinite time, regularly recurrent or whether it is periodic or sporadic in nature;

D. Whether the work to be performed is customarily and generally given to Independent Contractors;

E. Whether the Appointing Authority at issue has the physical facilities and equipment required to perform the work, for example, buildings, vehicles, and other equipment; and

F. Whether any other relevant factors justify the hiring of an Independent Contractor.

2. It shall be the policy of the Commission that the following contracts will be placed on the agenda for a meeting of the Commission after review by the County Manager (or in his or her absence, a Deputy County Manager) and the County Attorney's Office who shall

determine that such contracts contain no staffing components or provisions:

- A. Contracts for services (a) provided by persons specifically excluded from the classified service under the Personnel Board Enabling Act, as amended, or (b) required by law to be performed by non-county personnel, including but not limited to independent auditors, financial advisors and debt underwriters.
- B. Contracts for specialized architectural, engineering or mapping services
- C. Emergency repair contracts necessary for the county to comply with its EPA consent decree relating to the public sanitary sewer or necessary to protect public health and safety.
- D. Contracts for economic development incentives, including tax abatements
- E. Contracts for the purchase, sale, lease or rental of real estate, fixed assets, supplies, and media
- F. Software licenses, maintenance and support agreements
- G. Contracts for telephone, utility or internet services
- H. Contracts for the provision of employee and retiree benefits
- I. Agreements with state or federal agencies that contain no staffing components or provisions
- J. Grant acceptance agreements that contain no staffing components or provisions
- K. Contracts to provide funding to local senior centers for nutrition provided that such contracts contain no staffing components or provisions
- L. Intergovernmental cooperation agreements
- M. Legal settlements
- N. Non-disclosure agreements
- O. Contracts granting or purchasing rights of way, easements, and licenses for the use real property
- P. Properly bid contracts for post-disaster debris removal
- Q. Contracts for the purchase of products, where the work performed is incidental to the receipt of the product itself
- R. Contracts for professional services related to debt recovery
- S. Any other contract without a staffing component, as determined by the County Manager, in consultation with the County Attorney's Office and the County Human Resources Department.

3. The County Manager or his designee shall be the primary point of Contact with the Jefferson County Personnel Board for any issues involving County Contracts.

IV. VIOLATIONS

It shall be a violation of this Administrative Order for any Department Head or County employee to require or permit an Independent Contractor to perform work for the County unless all applicable requirements of the contract review procedures in effect at the time are satisfied. It shall also be a violation of this Administrative Order for any Department Head or County employee to require or permit an Independent Contractor to perform any additional work outside of the Scope of Work contained in the contract document when such additional work could be performed by a Merit System Employee. Violators of this Administrative Order shall be subject to disciplinary action.

V. REPEAL OF PRIOR POLICY

Administrative Orders 06-1 and 14-1 are repealed effective immediately.

VI. EFFECTIVE DATE

This Administrative Order shall be effective at 12:01 a.m., _____, 2015.

ORDERED at the Jefferson County Courthouse this 10th day of September, 2015.

James A. Stephens, President - Jefferson County Commission

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

Sep-10-2015-873

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an easement agreement between Jefferson County, Alabama and Alabama Power Company for property located off Happy Hollow Road for the Sheriff's Office Academy Barracks, upon review and approval by the Environmental Services Department and the County Attorney.

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

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

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session at the Birmingham Courthouse September 14, 2015 at 10:15 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

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

Sep-14-2015-874

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the contract amendment (attached) between the Jefferson County Commission and Greater Birmingham Humane Society.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and The Greater Birmingham Humane Society (hereinafter called "Contractor").

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, at M.B. 167, Pg. 386, is hereby amended as follows:

Compensation: The Compensation for services provided to Jefferson County shall not exceed Four Hundred and Fifty Thousand 00/100 (\$450,000.00) Dollars.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

THE GREATER BIRMINGHAM HUMANE SOCIETY

Allison Black Cornelius

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

September 24, 2015.

President

ATTEST

Minute Clerk