

STATE OF ALABAMA)

JEFFERSON COUNTY) March 17, 2016

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of March 3, 2016, be approved. Voting "Aye" Knight, Brown, Bowman and Stephens.

The Commission met in Work Session on March 15, 2016, and approved the following items to be placed on the March 17, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Item 1.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 17.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 3 and Addendum Item 1.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 19.

Mar-17-2016-215

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

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

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

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

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

Z-2016-004 Michael M. and Judith M. Arnold, owners; W. Peyton Shirley, agent requests a change of zoning on Parcel)D# 28-34-1-002-001.000 in Section 34 Twp 18 South Range 2 West from E-2 (Estate) to C-P (Preferred Commercial) for a medical professional office building. (Case Only: 5000 Cahaba River Road, Birmingham, AL 35243(ACTON) (1.02 Acres M/L)

Contingencies: 1. A preliminary drainage study shall be submitted to and approved by the Department of Roads and Transportation; and 2. Approval of an extension of the left turn lane by the Department of Roads and Transportation.

Covenants: 1. All site lighting shall be directed downward; 2. Any free standing sign shall be a monument sign; and 3. A 35 foot undisturbed buffer shall be maintained along the rear of the property (south property line).

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2016-004 be carried over to the April 7, 2016 meeting. Voting "Aye" Brown, Knight, Bowman and Stephens.

Z-2016-002 PRB Properties, LLC, owner; Cole Williams, agent requests a change of zoning on part of Parcel)D# 37-11-3-000-001.020 in Section 11 Twp 19 South Range 5 West from A-1 (Agriculture) to C-I (Commercial) for a retail store (Dollar General). (Case Only: 5851 Johns Road, Bessemer, AL 35023)(VIRGINIA MINES)(1.6 Acres MIL)

Covenants: 1. A planted twenty-five (25) foot buffer to be approved by the Department of Land Planning shall be installed on the north-eastern portion of the property; and 2. All site lighting shall be directed downward; and 3. Any free standing sign shall be a monument sign.

Motion was made by Commissioner Bowman seconded by Commissioner Brown that Z-2016-0024 be approved subject to filing of covenants. Voting "Aye" Bowman, Brown, Knight and Stephens.

Mar-17-2016-216

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Cahaba Medical Care Foundation to provide medical services at clinic located in Bessemer for the period of one year beginning upon approval in an amount not to exceed \$250,000 annually.

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is entered into by and between Cahaba Medical Care Foundation, an Alabama non-profit corporation ("the Corporation"), and Jefferson County Alabama ("Jefferson County") as of the 1 st day of February, 2016.

BACKGROUND

WHEREAS, the Corporation operates health care clinics located at 1088 9th Avenue SW, Suite #106, Bessemer, AL 35022-7834 and at 975 9th Avenue SW, Suite #210, Bessemer, AL 35022 (the "Clinic");

WHEREAS, the Corporation provides medical services to residents of Jefferson County;

WHEREAS, many of the patients served by Corporation may meet the indigent care criteria established by Jefferson County for use at the County's operating department which does business as Cooper Green Mercy Health Services ("Cooper Green");

WHEREAS, by providing medical services to indigent patients who are residents of Jefferson County, the Corporation directly supports the mission of Cooper Green;

WHEREAS, the Corporation's services increase the access of Jefferson County's indigent patients to medical care;

WHEREAS, the Corporation desires to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

WHEREAS, The parties desire to enter into this Agreement to set forth all of the terms and conditions stated below for the purpose of defining the parties' respective rights and responsibilities with regard to such arrangement.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 - Covered Services means those Medically Necessary services for which the Beneficiary is entitled to receive benefits in accordance with Jefferson County coverage guidelines and payment policies.

Section 2 - Beneficiary means Jefferson County residents who meet the eligibility criteria for indigent status pursuant to guidelines established by Jefferson County.

Section 3 - Arrangement. The Corporation shall receive compensation for covered services provided to patients served by the Clinic who are Approved Beneficiaries of Jefferson County. The payment rate per each such patient served by Corporation at the Clinic is set forth in Exhibit A.

Payment policies are the guidelines, adopted by Alabama Medicaid that are available on the Alabama Medicaid's website (www.medicaid.alabama.gov) Corporation shall, on a monthly basis, submit a report of such patients provided health care services at the Clinic during previous months in the form attached hereto as Exhibit B (each a "Patient Summary"). Jefferson County agrees to pay for covered services within ninety days of the receipt of the Patient Summary. County shall not be responsible for paying claims for any patient that has

third party insurance coverage, including but not limited to Medicare, Medicaid or other insurance companies. In the event of an early termination of this Agreement pursuant to Sections 6.2 or 6.3, Jefferson County & Corporation shall reconcile the services provided and the amounts paid by Jefferson County and/or a third party or Beneficiary and shall pay the Corporation for services provided through the date of termination. Annual compensation payments shall not exceed \$250,000.00.

Section 4 - Duties and Obligations of the Corporation. Corporation hereby represents, warrants and covenants to and with Jefferson County, which representations, warranties and covenants shall be true and correct upon execution of this Agreement and which representations, warranties and covenants shall be continuing throughout the term of this Agreement, as follows:

§ 4.1 Organizational Status. The Corporation represents and warrants that it is a corporation duly organized and validly existing under the laws of the State of Alabama.

§ 4.2 Authority / Binding Effect. The Corporation represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and any other documents and instruments required to be delivered hereunder. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of the Corporation, legally enforceable against it in accordance with their terms.

§ 4.3 Representations and Warranties Regarding Corporation Physician.

- (a) Corporation is not bound by any agreement or arrangement which would preclude it or its physicians from entering into, or fully performing the health care services contemplated by this Agreement and for which compensation will be paid by Jefferson County to Corporation;
- (b) all Corporation physicians performing services at the Clinic and for which payment will be made by Jefferson County to Corporation, are certified by the applicable board or agency to provide services in the area of practice for which such physicians are providing services under this Agreement;
- (c) all physicians performing services at the Clinic and for which payment will be made by Jefferson County to Corporation are licensed to practice medicine and prescribe controlled substances in the State of Alabama, and no such Physician has ever had his or her license to practice medicine or prescribe controlled substances denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- (d) no physician performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has had his or her medical staff privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- (e) all professionals performing services at the Clinic who are not physicians and for which payment will be made by Jefferson County to Corporation are, and shall during the term of this Agreement remain, licensed to practice their profession in Alabama by the applicable professional board, in good standing without restrictions of any kind, and no such person has ever been disciplined in any way by any hospital, licensing board or professional society;
- (f) neither Corporation nor any of the physicians or other persons performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been suspended, excluded, barred, sanctioned or penalized under any state or federal program;
- (g) none of the physicians or other persons performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been convicted of a state or federal offense, including, without limitation, one involving health care, but excluding misdemeanor traffic violations;
- (h) no physician or other professional performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been found by any state or federal authority or agency, or by any board or group having the right to pass upon the professional conduct of person, to have engaged in unethical or unprofessional conduct;
- (i) no Corporation physician has had placed or imposed upon him or her by any governmental authority having jurisdiction over such physician any restrictions which materially interfere with such physician's ability to perform, or an employer's ability to receive payment for, such physician's professional services;
- (j) all Corporation physicians have, and shall maintain through the term of this Agreement, unrestricted licenses to practice medicine in the State of Alabama; and
- (k) all invoices submitted by Corporation for health care services performed at the Clinic for residents of Jefferson County who meet Jefferson County's indigent standards and all forms accounting for such services that are submitted by the Corporation pursuant to the terms hereof to Jefferson County shall be true and correct.

§ 4.4 Notifications Required. Corporation covenants and agrees to notify the Jefferson County Manager in writing within three (3) days if any representation, warranty or covenant in Section 2.3 or elsewhere in this Agreement ceases to be true and correct. As part of its notification obligation, Corporation shall cause each physician performing services at the Clinic and for which payment will be made by Jefferson County to notify Corporation no later than one (1) business day after any of them learn of or receive notice of any event that would

cause the representations and warranties in Section 2.3 to be untrue.

§ 4.5 Coordination of Care. The Corporation and its physicians shall work closely with Jefferson County to assure coordinated, high quality medical care for patients of the Clinic. In order to maximize coordination of care, Approved Beneficiaries shall have access to specialty clinic and ancillary services, with the exception of laboratory services, at Cooper Green Mercy Health Services as needed and as capacity permits.

§ 3.6 (sic) Fees for Services. The payment for health care services provided at the Clinic made by Jefferson County to the Corporation in accordance with Section 2 hereof together with any copayment, deductible or coinsurance for which the Customer is responsible under this Agreement, is payment in full for Covered Services.. The Corporation and its physicians shall cooperate fully with Jefferson County in order to timely provide a Patient Summary to Jefferson County on a monthly basis by the 15th day of each month for the services provided at the Clinic to indigent residents of Jefferson County, in order for Jefferson County to evaluate the services rendered by the Corporation's physicians on behalf of such patients and to account for and remit promptly to Corporation all such payments for such services to be paid by Jefferson County to the Corporation in accordance with the terms and conditions of this Agreement.

§ 3.7 (sic) Access to Medical Records. Corporation shall ensure that its physicians provide timely, complete and accurate documentation in the Clinic's medical records for services provided to patients of the Clinic for which payment will be made by Jefferson County to Corporation and in accordance with the policies and procedures of the Clinic and customary professional standards applicable to medical records documentation. The Corporation shall provide Jefferson County and its agents or representatives, upon reasonable notice and during normal business hours, access to such records created by the Corporation, or its physicians, as may be necessary for any legal defense or for the purpose of validating the accuracy and/or completeness of any invoices submitted to Jefferson County in accordance with the terms and conditions of this Agreement, or disputing the same, and as otherwise permitted by law.

(1) To the extent legally permissible, the Corporation and its physicians shall furnish any and all information, records and other documents which may be related to Corporation's services provided to patients of the Clinic for which payment will be made by Jefferson County to Corporation, which Jefferson County may reasonably request, in furtherance of any plans and/or programs adopted by Jefferson County to assess and improve the quality and efficiency of health care services in Jefferson County, Alabama.

(2) Further, each party will cooperate with the other in the invoicing and payment process hereunder.

(3) Neither the Corporation, nor any of its physicians, shall have the right or authority to enter into any contract in the name of Jefferson County or its facilities or otherwise bind Jefferson County in any way.

(4) The Corporation's physicians shall provide professional medical services in a competent, timely and professional manner, consistent with their training and expertise and recognized standards of medical practice.

(5) The Corporation's physicians shall perform all services under this Agreement in accordance with any and all regulatory standards applicable to the Clinic and the services, including, without limitation, those requirements imposed by any State or other regulatory and accrediting organizations, and the Medicare/Medicaid Conditions of Participation, and any amendments thereto, each to the extent applicable.

Section 5 - Representations and Warranties of Jefferson County. Jefferson County represents and warrants that it has all requisite power and authority to execute and deliver this Agreement and any other documents and instruments required to be delivered in conjunction herewith. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of Jefferson County, legally enforceable against it in accordance with their terms.

Section 6 - Jefferson County's General Obligations.

§ 6.1 General. Jefferson County shall reasonably ensure the performance of all of the following, all of which shall be provided to the Corporation at no cost:

(a) Jefferson County shall cooperate with Corporation to timely verify, to the extent reasonably necessary in Jefferson County's sole discretion, and make payment to the Corporation with respect to, all Covered services provided by the Corporation and its physicians in accordance with Sections 1, 2, and 3 hereof for which payment will be made by Jefferson County to Corporation.

(b) Neither Jefferson County, nor any Jefferson County representative, shall have the right or authority to enter into any contract in the name of the Corporation or its Clinic, or otherwise bind the Corporation in any way.

Section 7 - Mutual Obligations.

§ 7.1 Non-Interference/Non-Solicitation. So long as the Corporation is receiving any compensation from Jefferson County pursuant to this Agreement, the Corporation shall not, directly or indirectly, engage in any conduct intending or having the effect of persuading any patient, payor or provider to discontinue or forego entering into any business or service relationship with Jefferson County or any of its affiliates for the provision of medical services, or solicit or in any manner attempt to solicit or induce any person employed by or serving as an agent of Jefferson County or any of its affiliates to terminate such person's association or contract of employment or agency, as the case may be, with Jefferson County or any of its affiliates.

§ 7.2 Community. Jefferson County and the Corporation agree to use their mutual best efforts to reasonably inform the medical

community and general community of Jefferson County, Alabama of the capability of the Clinic's programs.

Section 8 - Term and Termination.

§ 8.1 Term. Agreement shall be for a one year period beginning upon approval of the Jefferson County Commission (the "Effective Date")."

§ 8.2 Termination for Cause after Notice of Breach. Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement and no actions to cure such material breach have been initiated in the manner described in this paragraph. The party electing to terminate this Agreement shall provide the breaching party with not less than fifteen (15) days advance written notice specifying the nature of the breach. The breaching party shall then have fifteen (15) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement may terminate at the end of the fifteen (15) day period immediately upon notification by the non-breaching of the desire to so terminate.

§ 8.3 Immediate Termination. Either party may elect to terminate this Agreement upon thirty (30) days prior written notice to the other or immediately upon the closure of the Clinic.

§ 8.4 Obligations after Termination. Upon any termination of this Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing through the date and time of termination and any obligations, promises or agreements herein which expressly extend beyond the termination.

§ 8.5 Impact of Termination. In the event that either Jefferson County or the Corporation terminates this Agreement prior to the expiration of the Initial Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial Term would have expired. The provisions of this § 7.5 shall survive termination of this Agreement.

Section 9 - Insurance and Indemnification.

§ 9.1 Insurance. During the term of this Agreement, professional liability insurance shall be ensured by the Corporation for its physicians with such carrier, trust, or other program or self insurance program as the Corporation shall select, in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The Corporation agrees to provide evidence of such coverage upon request of Jefferson County.

§ 9.2 Indemnification. Jefferson County and the Corporation 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 and neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

Section 10 - Miscellaneous Provisions.

§ 10.1 Notice. Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this § 9.1. The respective addresses are:

If to Jefferson County: County Manager
 Suite 251
 Jefferson County Courthouse
 716 Richard Arrington Blvd. N.
 Birmingham, Alabama 35203

With a copy to: Jefferson County Attorney
 Suite 280
 Jefferson County Courthouse
 716 Richard Arrington, Jr. Blvd. N.
 Birmingham, AL 35203

If to the Corporation: Cahaba Medical Care Foundation
 405 Belcher St.
 Centreville, AL 35042
 Attn: John B. Waits, MD, CEO

With a copy to: Cahaba Medical Care Foundation
 405 Belcher St.
 Centreville, AL 35042

Attn: Kay Cox, COO & Counsel

§ 10.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

§ 10.3 Partial Invalidity. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

§ 10.4 Assent. The Corporation may not assign any of its rights or obligations hereunder without the prior written consent of Jefferson County. Jefferson County may assign this Agreement to any affiliate of Jefferson County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

§ 10.5 Independent Contractors. The Corporation acknowledges that it (and each of its physicians) is an independent contractor and not an agent or employee or joint venturer of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally the Corporation understands and agrees that this Agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of the Corporation. The Corporation shall not represent itself to any third party as an agent or employee of Jefferson County. The Corporation shall withhold and pay all Federal, Social Security taxes, Federal and State unemployment taxes, and all similar payroll taxes, including workers' compensation - insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

§ 10.6 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to a party to refer any patients to, or order any goods or services from, the Clinic. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Anti-kickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law or regulation relating to criminal mail, wire fraud, or health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

§ 10.7 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of Jefferson County and the Corporation. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement, including, without limitation, any of the Corporation's physicians.

§ 10.8 Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered at the Clinic pursuant to this 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.

§ 10.9 Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel and by an authorized representative of the Corporation.

§ 10.10 Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

§ 10.11 Waiver. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any right, power or privilege hereunder be construed as a waiver at any subsequent time of the same or another right, power or privilege.

§ 10.12 Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

§ 10.13 Access to Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other

legal privilege will be deemed to have been waived by Jefferson County, its representatives, the Corporation, or the Corporation's physicians by virtue of this Agreement.

§ 10.14 Change of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of either party's operations under this Agreement, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

§ 10.15 Confidentiality and Disclosure of Patient Information. Jefferson County acknowledges that in the course of fulfilling its obligations under this Agreement it may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). Jefferson County and Corporation shall enter into a mutually acceptable Business Associate Agreement, substantially in the form attached hereto as Exhibit C, with respect to the duties of the parties and their representatives and employees in using and disclosing Protected Health Information of Corporation, Corporation's physicians and their patients. Any breach of this section of the Agreement shall permit Corporation to terminate this Agreement immediately, upon written notice to Jefferson County. The obligations of this §9. 15 shall survive the termination of this Agreement.

§ 10.16 Non-Discrimination Policy: Jefferson County is strongly committed to equal employment opportunity and to equal treatment in healthcare and it encourages contractors to share this commitment. The Corporation agrees not to discriminate against any person otherwise qualified solely because of race, color, religion, sex, national origin, age, sexual orientation, gender identity or expression, disability or veteran status in any term or condition of employment or in the provision of healthcare services.

§ 10.17 County Funds Paid: Jefferson County, the Corporation, and the Corporation's representative signed below certify by the execution of this Agreement that no part of the funds paid by Jefferson County and or the State of Alabama 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 Corporation 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 Jefferson County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination the Corporation shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

§ 10.18 Interested Parties: The Corporation declares that, as of the effective date of this Agreement, neither Jefferson County, nor any of Jefferson County's employees nor any director nor any other government official is directly or indirectly interested in this Agreement or any Agreement with the Corporation for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Corporation pledges that it will notify Jefferson County's [Purchasing Manager] in writing should it come to its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any Agreement with the Corporation for which compensation will be sought during the aforesaid period. In addition, the Corporation declares, that as of the date of this Agreement, neither it nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of Jefferson County, or to anyone else for Jefferson County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with Jefferson County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Corporation nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Jefferson County, or to anyone else for the benefit of Jefferson County, its officials, or employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other Agreement with the Corporation for which compensation will be claimed during the period of time this Agreement is being performed.

§ 10.19 Statement of Compliance with Alabama Code Section 31-13-9. By signing this Agreement, 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.

§ 10.20 Independent Practice of Medicine. It is agreed and acknowledged by the parties that, as independent contractors, nothing in this Agreement shall be interpreted as limiting or restricting the right of Corporation's physicians to engage in the practice of medicine, subject to appropriate laws, regulations and reasonable policies and procedures of the Clinic. Jefferson County shall neither have nor exercise any

control over the professional medical judgment or methods of clinical practice of Corporation's physicians in the performance of medical services on behalf of the Corporation at the Clinic as a result of the entry into this Agreement.

§ 10.21 Interpretation. This Agreement has been negotiated at arm's length by both parties, and its terms shall not be construed against or interpreted to the disadvantage of either party by reason of such party having or being deemed to have structured or dictated such provision.

§ 10.22 Force Maieure. Neither party shall be liable to the other for failure to perform any of the services required herein in the event of strikes, lockouts, calamities, acts of God, unavailability of supplies or other events over which the affected party has no control, for so long as such event continues and for a reasonable period of time thereafter.

§ 10.23 Further Assurances. The parties agree that each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, Jefferson County and the Corporation have duly executed this Agreement as of the dates set out beneath their respective signatures.

THE CORPORATION: CAHABA MEDICAL FOUNDATION

_____, CEO

JEFFERSON COUNTY: JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT

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

Mar-17-2016-217

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama and Cahaba Medical Care Foundation for compliance with the Health Insurance Portability and Accountability Act of 1966 and the Health Information Technology for Economic and Clinical Health Act, Title XIII.

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

Mar-17-2016-218

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and YSYS Merchant Solution to provide services for processing debit and credit cards for payment in the surface parking lot and parking deck at the Birmingham Courthouse for a period of three years beginning upon approval in the amount of \$30,000.

CONTRACT NO. 00008199

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and TSYS Merchant Solution., located at 1601 Dodge St. Floor 24 E, Omaha, NE 68102, hereinafter called "the Contractor". The effective date of this agreement shall be upon Commission approval.

WHEREAS, the County desires to contract for debit and credit card processing services for the General Services Department, hereinafter called "General Services Administration"; and

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

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

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

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional Credit and Debit Card Payment Processing Services to the General Services Department at any time after the effective date of this contract. The completion date of all services under this Contract is 36 months from the effective date.

SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal (RFP) 3-16 dated October 19, 2015, the

terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by General Services Department. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

REQUIREMENTS:

I. CREDIT CARD PROCESSING

- Processing software is compatible with AMANO McGANN iParc
- Professional Revenue Software
- Must provide credit card processing service for POS terminals.
- Must provide credit card processing service for internet sites.
- Must provide real time credit card authorizations (in less than 5 seconds).
- Funds must be transferred to Jefferson County accounts by close of business of the next business day after the transaction occurred.
- Must accept Visa.
- Must accept MasterCard.
- Should accept Discover.
- Should accept American Express.
- The full dollar amount of Jefferson County transactions shall be the dollar amount that is deposited into Jefferson County bank accounts. (All fees, including discount charge must be charged to the cardholder or borne elsewhere.)
- Must provide reports that list all credit card transactions processed in a specified day or month. The report must also include any fees and chargeback's that are charged during the period. (online)
- Must provide a daily summary report of all transactions. (online)
- Must provide a monthly summary report of all transactions. (online)
- All reports must be available at vendor's internet site. (online)
- Must provide all credit card processing services at no cost to Jefferson County. (zero mark up on wholesale rate, 3 cents per transaction)

II. DEBIT CARD PROCESSING

- Processing software is compatible with AMANO McGANN iParc Professional Revenue Software
- Must provide debit card processing service for POS terminals using POS terminal supplied for credit card processing.
- Must provide debit card processing service for internet sites
- Must accept only Maestro (MasterCard) or Interlink (Visa) debit cards.
- Must accept only Maestro (MasterCard) or Interlink (Visa) debit cards.
- Debit cards must only be processed as credit transactions.
- Must provide real time debit card authorizations (in less than 5 seconds).
- Funds must be transferred to Jefferson County accounts by close of business of the next business day after the transaction occurred.
- The full dollar amount of Jefferson County transactions shall be the dollar amount that is deposited into Jefferson County bank accounts.

DEBIT CARD PROCESSING

- (All fees, including discount charge must be charged to the cardholder or borne elsewhere.)
- Must provide reports that list all credit card transactions processed in a specified day or month. The report must also include any fees and chargeback's that are charged during the period.
- Must provide a daily summary report of all transactions.
- Must provide a monthly summary report of all transactions.
- All reports must be available at vendor's internet site.
- Must provide all debit card processing services at no cost to Jefferson County. (zero mark up on wholesale rate, 3 cents per transaction)

PAYMENT TERMS:

NET 30 Upon Receipt of Invoice

In Accordance with the following rates:

- | | |
|--|------|
| • Monthly Service Rate | 5.00 |
| • Monthly Minimum Charge (if applicable) | None |
| • Miscellaneous Fees | None |
| • Application Fee | None |

• Account Set Up	None
• Annual Fee	None
• Charge back fee	10.00
• Voice Authorization	0.10
• Cost per Transaction	0.03
• Other Fees	None

INVOICING:

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to-Department name and address. In order to ensure prompt payment, ALL ORIGINAL INVOICES must be sent to:

Jefferson County Commission Finance Department

Room 820 County Courthouse

716 Richard Arrington Jr., Blvd. North

Birmingham, AL 35203

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: 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.

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

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.

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.

TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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.

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

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

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.

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.

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

_____, Authorized Representative

TSYS Merchant Solution

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, President - Jefferson County Commission

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

Mar-17-2016-219

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding between Jefferson County, Alabama and Emergency Management Agency (EMA) allowing EMA to utilize approximately 2,400 square feet of storage space in the Bessemer Voting Machine Warehouse free of charge for a period of 12 months beginning March 1, 2016 and ending February 28, 2017.

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY, ALABAMA AND THE EMERGENCY MANAGEMENT AGENCY (EMA)

This MEMORANDUM OF UNDERSTANDING is entered into by and between Jefferson County, a political subdivision of the State of Alabama (herein after the "County"), and the Emergency Management Agency (herein after "EMA")

It is hereby agreed and understood as follows:

EMA desires to use approximately 2,400 square feet in the Bessemer Voting Warehouse located at 3295 King Street, Bessemer, AL 35023 for storage.

The County agrees to allow EMA's usage of the space for a period of 12 months beginning 3/1/16 ending 2/28/17. There will be no charge for the use of this space.

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

EMERGENCY MANAGEMENT AGENCY
Jim Coker, Director
Emergency Management Agency

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

Mar-17-2016-220

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Birmingham to share the responsibilities for design, relocation and right of way acquisitions for improvements to Sterilite Drive and Meadow Craft Drive in the amount of \$125,000.

AGREEMENT TO SHARE RESPONSIBILITIES

(Joint Services Agreement)

Sterilite Drive / Meadow Craft Road Improvements:

Improvements to Sterilite and Meadow Craft Road including widening and signal upgrades at Meadow Craft Road and SR 79

RECITAL:

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

WHEREAS, the County and City desire to share responsibilities for the design, utility relocation, and right of way acquisition (if required) for improvements to Sterilite Drive and Meadow Craft Road (the "Project"); and

WHEREAS, the Project traverses through the jurisdictions of County and City; and

WHEREAS, construction (including CEI - Construction Engineering Inspection) improvements to both roads are to be funded with an Industrial Access Grant received from the Alabama Department of Transportation; and

WHEREAS, all the parties desire to divide responsibilities for the Project as follows:

Payment for the engineering design work by the consultant contracted by the City of Birmingham, possible utility relocations and right of way acquisition will be split equally 50% by the City and 50% by Jefferson County up to \$150,000 each for a maximum total of \$300,000; and

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

(b) (sic) 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 and City to make certain improvements to Sterilite Drive and Meadow Craft Road from the KAMTEK property to SR 79 as described in the Industrial Access Grant awarded by the Alabama Department of Transportation.

IN CONSIDERATION OF THE PREMISES stated herein County and City mutually agree as follows:

I. PURPOSE: The Parties agree to jointly undertake to provide for the following improvements to Sterilite Drive and Meadow Craft Road. Engineering design plans, utility relocation and right of way acquisition for the widening of Sterilite Drive and Meadow Craft Road including signal and intersection improvements at Meadow Craft Road and SR 79.

II. BIDDING: The parties have authorized this agreement pursuant to an ordinance passed by City 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. The City of Birmingham will select the qualified engineering consultant for the Project.
- b. The City will enter into a professional services contract production of construction plans.
- c. City is designated as the joint purchasing or bidding agent and will advertise and accept bids for the construction of the Project.
- d. City will determine the low bidder and enter into a separate Agreement with the contractor for the construction of the Project.
- e. County hereby agrees to pay to City the 50% of the engineering, utility relocation, and right of way acquisition costs. Invoice amount shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

f. City will invoice County for their 50% share after entering into a contract with the consultant / contractor. County agrees to pay Cgurdy the invoice within 30 days of receipt.

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 City on behalf of the joint purchasing agreement shall be paid by City.

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 City 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 the Project within the City of Birmingham.

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 become the property of the County.

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

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

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Sr., Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney

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

Mar-17-2016-221

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Jefferson County Commission is authorized to accept and execute a Deed of Correction request from Alabama Power Company to change the legal description of the previous easement conveyed by Jefferson County on the Holiday Hills Park property. The easement is needed to provide electrical service to the recently constructed concession stand and restrooms.

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF JEFFERSON

W.E. No. A6120-05-AJ15

APCO Parcel No. 70259975-1

Transformer No. E5077

This instrument prepared by: Breana R. Peterson

Alabama Power Company

1313 6th Ave. North

Birmingham, Alabama 35203

This EASEMENT OF CORRECTION is to replace and correct the Alabama Power Company document, parcel 70259975 that is recorded in Book LR201413, Page 877, dated May 2, 2014, in the Office of the Judge of Probate of Jefferson County, Alabama.

KNOW ALL MEN BY THESE PRESENTS, That Jefferson County, Alabama, a political subdivision of the State of Alabama as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Jefferson County, Alabama (the "Property"): a parcel of land located in the SW ¼ of the NW ¼ of Section 17, Township 17 South, Range 03 West, more particularly described in that certain instrument recorded in Deed Book 9504, Page 2096, in the office of the Judge of Probate of said County.

See Exhibit "A" attached hereto and made a part hereof, less and except any portion of said easement that lies outside the property Boundary of Grantor

SUBJECT TO:

1. THE SANITARY SEWER RIGHT-OF-WAY RECORDED IN REAL 1231, PAGE 393 IN THE OFFICE OF THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA
2. THE RESERVATIONS, EXCEPTIONS AND CONDITIONS RECORDED IN DEED BOOK 9504, PAGE 2096 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

This easement will become null and void upon the abandonment of the facility it is intended for and the removal of Alabama Power facilities.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by JAMES A. STEPHENS, its authorized

representative, as of
the ____ day of _____, 2016.

ATTEST:
Diane C. Townes
MINUTE CLERK

JEFFERSON COUNTY, ALABAMA
JAMES A. STEPHENS, PRESIDENT
JEFFERSON COUNTY COMMISSION

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: 70273663 _____

All facilities on Grantor: Station to Station:

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

Mar-17-2016-222

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Lock 17 Road near the intersection of Jim Raney Lane to remove and replace a drainage culvert for the period March 30 - 31, 2016.

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

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

Mar-17-2016-223

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close County Line Road near the intersection of Sleigh Road to remove and replace a drainage culvert for the period March 28 - April 1, 2016.

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

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

Mar-17-2016-224

ORDINANCE NUMBER 1817
AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION
TO PROHIBIT ANY PERSON FROM DRIVING
ANY TRACTOR-SEMITRAILER COMBINATION TRUCK
ON SHADY GROVE ROAD IN THE UPPER COALBURG COMMUNITY
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Except for local deliveries, it shall be unlawful for any person to drive any tractor-semitrailer combination truck on that part of Shady Grove Road lying within Jefferson County and outside the corporate limits of any municipality as hereinafter stated:

SHADY GROVE ROAD

From Smokey Road To The Birmingham Corporate Limit

Section 2. A person convicted of violating this ordinance shall be subject to the punishment provided for in Title 32, Chapter 5A, Section 8, Alabama Code of 1975 as amended.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

APPROVED:

BIRMINGHAM [NEWS](#):

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

Mar-17-2016-225

ORDINANCE NUMBER 1818
AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION
TO PROHIBIT ANY PERSON FROM DRIVING
ANY TRACTOR-SEMITRAILER COMBINATION TRUCK
ON WALKER CHAPEL ROAD IN THE UPPER COALBURG COMMUNITY
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Except for local deliveries, it shall be unlawful for any person to drive any tractor-semitrailer combination truck on that part of Walker Chapel Road lying within Jefferson County and outside the corporate limits of any municipality as hereinafter stated:

WALKER CHAPEL ROAD

From Shady Grove Road To The Fultondale Corporate Limit

Section 2. A person convicted of violating this ordinance shall be subject to the punishment provided for in Title 32, Chapter 5A, Section 8, Alabama Code of 1975 as amended.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

APPROVED:

BIRMINGHAM NEWS:

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

Mar-17-2016-226

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 1 to the original Agreement dated September 26, 2013, to provide for Professional Engineering Services for Facility Repairs at the Shades Valley Campus and the Five Mile Creek Wastewater Treatment Plant, in the amount of \$12,500.00 between Jefferson County and Gresham, Smith, and Partners. This amendment provides for architectural and construction engineering services related to additional improvements identified during construction of the project.

AMENDMENT NO. 1
TO THE PROFESSIONAL ENGINEERING SERVICES FOR
FACILITY REPAIRS AT THE SHADES VALLEY CAMPUS AND THE FIVE MILE
CREEK WASTEWATER TREATMENT PLANT

This document shall AMEND the scope of the original AGREEMENT between Jefferson County, Alabama (COUNTY) and Gresham, Smith, and Partners (CONSULTANT), and identified as the Professional Engineering Services for Facility Repairs at the Shades Valley Campus and Five Mile Creek Wastewater Treatment Plant, approved by the Commission on the 26 day of September, 2013, under the provisions of Article IV, Section 1, "Changes of Work".

WITNESSETH

WHEREAS, the COUNTY desires to make modifications to the original Scope of Work to provide architecture and construction engineering services for the improvements to the Village Creek Line Maintenance building; and

WHEREAS, the CONSULTANT has determined that available funds do not remain in the existing engineering design contract; and

WHEREAS, the CONSULTANT and the COUNTY each recognize the benefits of completing additional work with an increase in COST of \$12,500.00 to the COUNTY above the COST CEILING of the original AGREEMENT;

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

ARTICLE I - SCOPE OF WORK

During construction of the original project, the COUNTY determined that additional work shall be required within the Village Creek Line Maintenance building. These improvements were located in the Men's Shower Room, Locker Room, Toilet Room and Breakroom.

The proposed additional work, as described above, will increase the scope of the project and will require additional work elements as summarized below:

1. The additional work will require additional design time to reconfigure the shower area and to select finishes and fixtures.
2. The additional work will require additional CADD support time in order to issue an ASI (Architect's Supplemental Instruction) to the CONTRACTOR.
3. The additional work will require additional construction administration time, including reviewing and responding to RFIs and submittals.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the COUNTY to proceed and work for Ninety days (90) or until project completion.

ARTICLE III - PAYMENT

Amend this section as follows:

CONSULTANT agrees to complete the scope of work identified in this AMENDMENT for an additional COST of \$12,500.00 above the COST CEILING established in the original AGREEMENT.

COUNTY will pay CONSULTANT for the Services as follows:

- direct labor at the rates set forth in the Attachment;
- outside printing and plotting fees at cost + 15%;
- sub-consultant services at cost + 15%; and
- other reimbursable expenses at cost + 15%.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, GRESHAM, SMITH, and PARTNERS on the 21st day of July, 2015, and the COUNTY on the day of 2015.

GRESHAM, SMITH and PARTNERS

J. Robert Murphy, Jr., Principal

RECOMMENDED:

David Denard, Director of Environmental Services - Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. (Jimmie) Stephens, President

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

Mar-17-2016-227

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment No. 1 between Jefferson County and Mission Communication, LLC., in the amount of \$58,041.60 to provide maintenance and support services for Pump Station Remote Monitoring Units.

CONTRACT NO.: 6766

CONTRACT AMENDMENT 1

The Contract between the Jefferson County Commission, and Mission Communications, LLC. to provide "Maintenance and Support Services for Pump Station Remote Monitoring Units is amended as follows:

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

3. COMPENSATION: \$58,041.60

6. AMEND TERM: October 1, 2015 to September 30, 2016

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Forrest Robinson, President - Mission Communications, LLC.

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

Mar-17-2016-228

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Azteca System, Inc., for annual maintenance and support for Cityworks asset management software for the period January 1, 2016 - December 31, 2016 in the amount of \$25,000.00.

CONTRACT NO.: 6948

CONTRACT AMENDMENT 1

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

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Jefferson County Commission on January 22, 2015 and recorded in the MB 167, Page 452-454, is hereby amended as follows:

3. AMEND TERM: January 1, 2016-December 31, 2016

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

JEFFERSON COUNTY, ALABAMA

James Stephens, President - Jefferson County Commission

CONTRACTOR

Peter Hristou, CFO of Azteca Systems, Inc.

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

Mar-17-2016-229

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and Alabama Power Company allowing for the installation and maintenance of a sanitary sewer main within an Alabama Power Company easement to serve the McCalla Trace Sector 3 Phase 2 project.

SUBJECT:

McCalla Trace Residential Subdivision

Underground Crossing

1220AA McAdory DS

This instrument was prepared by

Nickie VanPelt

Right of Way Specialist

Alabama Power Company

600 North 18th Street

ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT made and entered into on this the 24th day of November, 2015, by and between ALABAMA POWER COMPANY, an Alabama corporation, appearing herein as Grantor and Easement Holder (hereinafter referred to as "APCO"); and JEFFERSON COUNTY ENVIRONMENTAL SERVICES, appearing herein as Grantee.

WITNESSETH:

WHEREAS, APCo is the holder of certain easements, which embrace, among other rights, the right to construct, operate, and maintain electric transmission lines and communication lines, towers, poles, and appliances necessary or convenient in connection therewith upon a strip of land 100' in width, which is a part of a tract of land situated in the Southwest of the Northeast Quarter of Section 07, Township 20 South, Range 04 West, Jefferson County, Alabama, such easements being more particularly described in that certain instrument executed by P.A. Criso and wife, Mary L. Criso dated November 15, 1972, under parcel # 308714 in the Alabama Power Company Documents and recorded in Deed 192, Page 89, in the Office of the Judge of Probate, Jefferson County, Alabama, and reference is hereby made to such documents for a particular description of such land (such easement area being referred to herein as the "APCo Easement"); and

WHEREAS, APCo desires to acknowledge to Tannehill Development, Inc., its consent pursuant to which H.N. Donahoo Contracting Co., Inc., shall install an underground pipe line across the APCo Easements as described-in the above recited instruments; and

WHEREAS, the parties desire to execute and record this Acknowledgment to evidence their agreement regarding the installation and maintenance of such underground pipe line in the location hereinafter described and to provide notice of the same.

NOW, THEREFORE, APCo and Jefferson County acknowledge and agree that the underground pipe line will be installed and maintained underground in the location and according to the plan profile and other specifications set forth in Exhibit A attached hereto, which location is no closer than twenty-five (25) feet to any pole, tower, or other structure of APCo or any guy or anchor of APCo. The parties acknowledge that the underground pipe line is to be maintained in a manner to permit the passage of heavy equipment on the surface above without damage to the underground pipe line. In addition, installation and maintenance of the underground pipe line will be done with the use of extreme caution in operating machinery and equipment across the APCo Easement in order to assure adequate clearance between the machinery and equipment and the high voltage conductors, and contractors performing said work shall be notified of the existence of the high voltage conductors and the need to maintain such clearances. In addition, location of the underground pipe line within the APCo Easement must be visually marked by appropriate means.

This Acknowledgment shall be binding upon the successors and assigns of APCo and with respect to each of their above delineated rights.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

ALABAMA POWER COMPANY, Grantor:

Grantee:

James A. Stephens, President - Jefferson County Commission

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

Mar-17-2016-230

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Greg King in the amount of Nine Hundred One and 77/100 (\$901.77) 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 Greg King in the amount of \$901.77 and forward it to the County Attorney for disbursement.

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

Mar-17-2016-231

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Kimberly D. Passmore in the amount of Three Thousand One Hundred Eighty One and 29/100 (\$3,181.29) 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 Kimberly D. Passmore in the amount of \$3,181.29 and forward it to the County Attorney for disbursement.

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

Mar-17-2016-232

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Encompass Insurance Company in the amount of Six Thousand Five Hundred Thirty Three and 48/100 (\$6,533.48) 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 Encompass Insurance Company in the amount of \$6,533.48 and forward it to the County Attorney for disbursement.

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

Mar-17-2016-233

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Ken Vinoski in the amount of Ten Thousand Five Hundred Seventy Five and 04/100 (\$10,575.04) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Ken Vinoski in the amount of \$10,575.04 and forward it to the County Attorney for disbursement.

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

Mar-17-2016-234

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Flossie Turner in the amount of Twelve Thousand Nine Hundred Ninety Eight and 24/100 (\$12,998.24) 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 Flossie Turner in the amount of \$12,998.24 and forward it to the County Attorney for disbursement.

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

Mar-17-2016-235

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of State Farm, as subrogee for Latonya Perkins, is hereby denied.

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

Mar-17-2016-236

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Michael Lasker in the amount of Two Thousand Two Hundred and 00/100 (\$2,200.00) Dollars.

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

Mar-17-2016-237

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

Agreement with Riley & Jackson, PC to provide legal services for the period February 1, 2016 - January 30, 2019 in the amount of \$70,000 per month.

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

Mar-17-2016-238

WHEREAS, Joanne H. Adcock wishes to be re-appointed to the Glennwood Fire District Board of Jefferson County beginning December, 2012; and

WHEREAS, Joanne Adcock desires to serve on the Board; and

WHEREAS, Joanne Adcock's five year term expired 2012 (Minute Book 152, Page 7) making this appointment expire in December 2017; and

WHEREAS, the Board has requested the board be on staggered years; and

WHEREAS, to make the five member board staggered terms it is necessary to start in 2016 to prevent two board members from expiring in the same year; and

WHEREAS, Joanne Adcock has requested her term cut be cut short one year making her term expire in December, 2016; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Joanne H. Adcock is hereby re-appointed to the Glennwood Fire District Board of Jefferson County for a four year term (instead of a five year term) ending December 2016 for the sole purpose to put the five member board on a staggering terms.

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

Mar-17-2016-239

WHEREAS, James (Jim) Tullos wishes to be re-appointed to the Glennwood Fire District Board of Jefferson County; and

WHEREAS, James (Jim) Tullos desires to serve on the Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that James (Jim) Tullos is hereby reappointed to the Glennwood Fire District Board of Jefferson County for a five year term ending December 31, 2017.

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

Mar-17-2016-240

WHEREAS, Jane Greenlee wishes to be re-appointed to the Glennwood Fire District Board of Jefferson County beginning December,

2014; and

WHEREAS, Jane Greenlee desires to serve on the Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jane Greenlee is hereby re-appointed to the Glennwood Fire District Board of Jefferson County for a five year term ending December 31, 2019.

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

Mar-17-2016-241

WHEREAS, Jeff Loggins wishes to be re-appointed to the Glennwood Fire District Board of Jefferson County beginning December, 2415; and

WHEREAS, Jeff Loggins desires to serve on the Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jeff Loggins is hereby re-appointed to the Glennwood Fire District Board of Jefferson County for a five year term ending December 31, 2024.

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

Mar-17-2016-242

WHEREAS, Ron Eugene Mayfield wishes to be appointed to the Glennwood Fire District Board of Jefferson County to fill the unexpired term of Joel Tillman; and

WHEREAS, Ron Eugene Mayfield desires to serve on the Board.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Ron Eugene Mayfield is hereby appointed to the unexpired term of Glennwood Fire District Board of Jefferson County for term ending December 31, 2018.

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

Mar-17-2016-243

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.

Agreement West Shore Services, Inc. to provide siren installation services for the period February 10, 2016 - August 10, 2016 in the amount of \$169,810.

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

Mar-17-2016-244

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Anne-Marie Adams, Circuit Clerk - Birmingham Division for compensation for serving as Absentee Elections Manager for the Democratic and Republican Primaries held on March 1, 2016 in the amount of \$9,200 (46 days @ \$200 per day/per election), be and hereby is approved.

Compensation is authorized by Section 17-10-14 (Amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

Jefferson County Commission

Unusual Demands

3/3/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 229463	247.35	146783	3281
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 227845 (NCR)	543.45	146789	3281
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 228558 (NCR)	860.65	146790	3281
TOTAL					1651.45		
10001520	TAX COLLECTOR-BESS	101402	GROVER DUNN	REIMBURSE TRAVEL EXPENSES	59.17	146518	3243
TOTAL					59.17		
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	camera supplies used to deter illegal dumping	65.86	146512	3241
TOTAL					65.86		
10002210	IT SYSTEM DEV & ADM	100193	JEFFERSON CO TREASURER	Reimbursement for Stylus Pen for Surface Pro	70.33	146672	3271
10002210	IT SYSTEM DEV & ADM	100193	JEFFERSON CO TREASURER	White Mini display Part 32AWG Cable	7.98	146675	3272
10002210	IT SYSTEM DEV & ADM	100193	JEFFERSON CO TREASURER	Reimbursement of Fedex Payment for package	44.00	146684	3274
TOTAL					122.31		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash reimbursement from EMC VPLEX travel	25.76	146680	3273
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	Petty Cash reimbursement Doug Taylor	249.00	147229	3364
TOTAL					274.76		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	DUCT WORK MATERIALS FOR GSOC	140.00	147141	3333
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	MAGNIFYING LAMP FOR GSOC LOCK SHOP	6.99	147142	3333
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	IGNITION MODULE TO REPAIR BLODGETT OVEN AT JAIL	202.61	147148	333
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	COVE BASE AND GLUE FOR CENTER POINT CH	127.56	147165	3339
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A PIGGY BACK BREAKER OF WKFC DEV	50.17	147507	3404
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED REVERSING RELAYS FOR BJC	350.00	147508	3405
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CEILING TILE FOR HOOVER REVENUE	108.80	147726	3418
TOTAL					986.13		
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	COMPARTMENT ORGANIZERS/BAG	110.00	147226	3361
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	FORKLIFT HITCH FOR TECH GARAGE	75.00	147227	3361
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	MANDATED COUNSELING PER PA PC2015-1105	25.00	147230	3361
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	EXPENSE LESS ADVANCE FOR DONALD MARCRUM	23.94	147232	3361
TOTAL					233.94		
10004200	YOUTH DET ADM	100193	JEFFERSON CO TREASURER	Medicine/Supplies for Residents	163.88	148119	3490
TOTAL					163.88		
10004210	YOUTH DET CUSTODY	100193	JEFFERSON CO TREASURER	Medicine/Supplies for Residents	163.88	148119	3490
TOTAL					163.88		
10004220	YOUTH DET SUP SVCS	100193	JEFFERSON CO TREASURER	Medicine/Supplies for Residents	163.88	148119	3490
TOTAL					163.88		
10004800	STORMMWATER MGT	100193	JEFFERSON CO TREASURER	Petty Cash for Professional Meeting	20.00	144784	2945
10004800	STORMMWATER MGT	100193	JEFFERSON CO TREASURER	UDPC - registration fee for Recycling Summit	15.00	145591	3065
10004800	STORMMWATER MGT	100193	JEFFERSON CO TREASURER	UDPC-webinar registration	79.00	145603	3068
10004800	STORMMWATER MGT	100193	JEFFERSON CO TREASURER	UDPC - Overage on Travel to Atlanta	43.28	145611	3070
10004800	STORMMWATER MGT	100193	JEFFERSON CO TREASURER	UDPC overage on Travel to Chattanooga	19.04	145612	3073
10004800	STORMMWATER MGT	100193	JEFFERSON CO TREASURER	UDPC office supplies windex wipes	11.92	145620	3075
10004800	STORMMWATER MGT	133438	JOHANNA BERRES	TRAVEL REIMBURSEMENT	115.04	145635	3076
TOTAL					303.28		
10006310	FAMILY COURT ADMIN	100193	JEFFERSON CO TREASURER	Clock for visiting judge courtroom	9.88	146955	3308
10006310	FAMILY COURT ADMIN	100193	JEFFERSON CO TREASURER	Sam's Club Business membership	45.00	146958	3308
TOTAL					54.88		
10006311	FAMILY COURT INTAKE	100193	JEFFERSON CO TREASURER	Refreshments for training	84.70	146957	3308
TOTAL					84.70		
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	receipt book for Programs	9.98	146953	3308
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Doing What Matters for Alabama's Children	125.00	146962	3308
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Alabama Human Trafficking Summit	100.00	147043	3308
TOTAL					234.95		
10006314	FAMILY CT CLERK BHAM	100193	JEFFERSON CO TREASURER	Cashier calendars, calculator, fax cartridge	118.96	146925	3308
TOTAL					118.96		
10006801	FINANCE ADMIN	130145	TABLACK, GEORGE	Travel Reimbursement	124.20	148030	3468
TOTAL					124.20		
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	INK, BATTERIES, WRECK REPORT FEE, CDL FEE	116.88	147855	3446
TOTAL					116.88		
21305500	R&T HWY MNT	100193	JEFFERSON CO TREASURER	GRINDING WHEEL, STARTER, MISC. TOOLS -BESSEMER	232.72	148224	3506
TOTAL					232.72		
21305600	R&T HWY MNT KET	100193	JEFFERSON CO TREASURER	HOSE, KEYS SPRAY BOTTLE CAMP KETONA	71.13	147363	3385
21305600	R&T HWY MNT KET	100193	JEFFERSON CO TREASURER	CDL LICENSE & TEST FEE (MIKEMITCHELL), STAMPS	141.99	147889	3455
TOTAL					213.12		
21305700	R&T TRAFFIC ENG	100193	JEFFERSON CO TREASURER	REIMBURSE FOR REG. COSTS- K BOOZER (ROADSIDE DESIGN)	150.00	147103	3327
TOTAL					150.00		
35006900	FINANCE-DEBT SERVICE	124778	THE BANK OF NEW YORK	AUCTION FEE 2005A SCHOOL 2/2/16 - 1/31/17	6330.00	147519	3406
TOTAL					6330.00		
60407230	SEWER LINE CONTR	100193	JEFFERSON CO TREASURER	CONCRETE SAW REPAIR, VINYL HOSE	159.22	144753	2932
TOTAL					159.00		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	SILICONE,CLEAR;DRUM PUMP	146.15	146509	3239
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	GASKET RINGS;	375.00	146654	3266
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BALL BEARINGS;OIL SEALS;	328.02	147194	3348
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BUSH INGS;LOCKNUTS;PVC CEMENT;CONCRETE;HEAT WRAP	103.54	148193	3500
TOTAL					952.71		
60407250	SEWER LINE MNT ADM	100193	JEFFERSON CO TREASURER	TOASTER OVEN FOR ADMIN/DISPATCH BLDG 2 ND FLOOR	39.92	146246	3188
TOTAL					39.92		
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	CASCADE DISH DET. FOR SHADES LINE MAINT	12.98	147246	3372
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	KEYS FOR PUMP STATION	11.82	147249	3373
TOTAL					24.80		
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	CDL RENEWAL FOR J. RUSSELL DEPT. 7270	20.00	147236	3368
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	SHIPPING OF A CAMERA TO ARIES	18.52	147244	3371
TOTAL					38.52		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	plug, duct tape, brushes, ties, truck fluid, blade	114.59	147192	3346
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Lab sample bottles, and rain gear for new employee	204.10	147193	3347
TOTAL					318.69		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	TIFCO ORDER HEARING PROTECTION EAR PLUGS	225.06	147064	3316
TOTAL					225.06		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Rust proof paint for rag cart	15.52	146819	3286
TOTAL					15.520		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WATER SOLENOID VALVE	140.00	146821	3287
TOTAL					140.00		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req. Cindy Gamer glue mail batteries chain drill	821.11	147390	3386
TOTAL					821.11		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	CDL Renewal for Harold Rice	56.50	147179	3343

TOTAL					56.50		
60407308	PRUDES CREEK WWTP	100193	JEFFERSON CO TREASURER	actuator motor for louvers at prudes Creek	449.68	147430	3394
TOTAL					449.68		
60407323	WWTP ELECTRICAL MNT	100193	JEFFERSON CO TREASURER	BUSH INGS;SILICONE,CLEAR;2PC `COMBO KIT;TOOL REPLACE	241.93	147203	i3354
TOTAL					241.93		
60407330	BIOSOLIDS	100193	JEFFERSON CO TREASURER	AVMS annual meeting for CE Points on license	90.00	147100	3326
total					90.00		
70101720	PERSONNEL BOARD ADM	103061	LORRENO.OLIVER	REIMBURSEMENT PURCHASES IPAD CASE	164.95	147052	3313
TOTAL					164.95		
70101750	PERSONL BD TESTING	105557	ANTHONY COLE	AssessorReimbursement-AnthonyCole	253.52	148216	3503
70101750	PERSONL BD TESTING	127336	KEITH PIRLOT	AssessorReimbursement-KeithPirlot FEB	187.96	148223	3505
70101750	PERSONL BD TESTING	128789	DEBORAH MILLS	AssessorReimbursement-DeborahMills REB	621.80	148221	3505
70101750	PERSONL BD TESTING	133821	CHARLES MURRELL	AssessorReimbursement- CharlesMurrell-February	525.14	148222	3505
70101750	PERSONL BD TESTING	133822	LYNN MESLEY	AssessorReimbursement-LynnMesley- FEB	255.72	148220	3504
70101750	PERSONL BD TESTING	133823	STEPHEN MADDOX	AssessorReimbursement- Stephen Maddox-Feb	204.00	148219	3504
70101750	PERSONL BD TESTING	133824	KELLY GAWLIK	AssessorReimbursement-KellyGawlik- February	265.22	148218	3503
70101750	PERSONL BD TESTING	133825	PAUL EASON JR	AssessorReimbursement-PaulEasonJr - February	153.08	148217	3503
TOTAL					2466.44		
70204500 ; EMA		100193	JEFFERSON CO TREASURER	EMA PETTY CASH	581.83	147191	3345
GRAND TOTAL					\$18,635.86		

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

Mar-17-2016-245

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 2/19/16 - 2/25/16

- ROADS AND TRANSPORTATION FROM ERGON ASPHALT & EMULSIONS, INC., MULGA, AL, TO AWARD BID FOR ASPHALT (EMULSIFIED, ITEMS CRS-2, CRS-2H, CRS-2P) TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 04/01/2016 – 03/31/2019. REFERENCE BID # 28 – 16
 - ROADS AND TRANSPORTATION FROM VULCAN ASPHALT, CORDOVA, AL, TO AWARD BID FOR ASPHALT (EMULSIFIED, ITEMS RS-2) TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 04/01/2016 – 03/31/2019. REFERENCE BID # 28 – 16
 - ROADS AND TRANSPORTATION FROM DUNN CONSTRUCTION COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR ASPHALT (PLANT MIX; SLAG SEAL, HOT MIX BINDER, STONE SEAL, CRACKED QUARTZ, BLACK BASE, SAND SEAL, FINE STONE SEAL, # 78 BLACK FURNACE SLAG) TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 04/01/2016 – 03/31/2019. REFERENCE BID # 29 – 16
 - ROADS AND TRANSPORTATION FROM ADVANCED ASPHALT PRODUCTS, LLC, JASPER, AL, TO AWARD BID FOR ASPHALT (PLANT MIX; COLD MIX MATERIALS-STONE & HIGH PERFORMANCE ASPHALT – COLD MIX) TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 04/01/2016 – 03/31/2019. REFERENCE BID # 29 – 16
 - ROADS AND TRANSPORTATION FROM MIDSOUTH PAVING INC., BIRMINGHAM, AL, TO AWARD BID FOR ASPHALT (PLANT MIX; COLD MATERIALS - SLAG) TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 04/01/2016 – 03/31/2019. REFERENCE BID # 29 – 16
 - GENERAL SERVICES FROM GENERAL MACHINERY, BIRMINGHAM, AL, FOR BID RENEWAL FOR ELECTRICAL BREAKER TESTING & INSPECTION FOR THE PERIOD OF 04/09/2016 – 04/08/2017. (FIRST YEAR RENEWAL) REFERENCE BID # 57 – 15
 - GENERAL SERVICES FROM GRUBER TECHNICAL INC., PHOENIX, AZ, FOR 45 DAY CONTRACT EXTENSION FOR UNINTERRUPTIBLE POWER SUPPLY MAINTENANCE AND REPAIR FOR THE PERIOD OF 05/01/2016 – 06/14/2016. REFERENCE BID # 76 – 13
- TOTAL PRICE \$2,814.60

FOR WEEK OF 2/26/16 - 3/3/16

- JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM HELENA CHEMICAL, SELMA, AL, TO APPROVE BID RENEWAL FOR HERBICIDES TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 03/05/2016 – 03/04/2017. (FIRST RENEWAL). REFERENCE BID # 29 - 15
- YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM DIXIE STORE FIXTURES & SALES CO., INC, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR SMALLWARE – KITCHEN RELATED ITEMS TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 03/19/2016 – 03/18/2017. (FIRST RENEWAL) REFERENCE BID # 64 - 15

3. GENERAL SERVICES FROM C & J ASSOCIATES PEST CONTROL, MONTGOMERY, AL, TO APPROVE BID RENEWAL FOR PEST CONTROL & INSPECTION SERVICES TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 03/05/2016 – 03/06/2017. (SECOND RENEWAL). REFERENCE BID # 42 - 15

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

Mar-17-2016-246

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 2/19/16 - 2/25/16 and 2/26/16 - 3/3/16, BE AND HEREBY IS APPROVED.

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

Mar-17-2016-247

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union credit card statement with closing date of February 24, 2016 and Regions Bank credit card statement with closing dates of January 29, 2016 and February 29, 2016.

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

STAFF DEVELOPMENT

Multiple Staff Development

Community and Economic Development

Pamela Mapp	\$2,305.90
Deborah Sasser	\$2,216.16
Keith Strother	\$1,960.13
National Association of Job Training Assistance Las Vegas, NV – April 17-22, 2016	

Environmental Services

Matthew Alpaugh	\$1,439.57
Cedric Hayden	\$1,427.15
Brian Champion	\$1,139.39
David Denard	\$1,426.07
AWEA 30 th Annual Conference Orange Beach, AL – April 10-13, 2016	

Storm Water Management Agency

Amanda Elledge	\$150.00
Zhaleh McCullers	\$150.00
Sediment and Stormwater on Construction Sites Pelham, AL – March 31, 2016	

Individual Staff Development

Board of Equalization

Eric Wolfe	\$210.00
USPAP Course Homewood, AL – March 9, 2016	

Roy Stodghill	\$548.44
MidWinter Pre-Conference Huntsville, AL – March 2-4, 2016	

Community and Economic Development

Margaret Smith	\$1,441.40
PJ Peer Group	

Fort Worth, TX – March 22-24, 2016	
Paula Potter NAWDP Annual Conference Orlando, FL – May 23-27, 2016	\$2,383.22
Cooper Green Mercy Health Services Shaun Tolbert ABME/ABN Required Course Montgomery, AL – March 4-6, 2016	\$719.52
Clifford Hopson 2016 Insight CS User Conference St. Louis, MO – May 15-18, 2016	\$1,041.89
Shirin Banu Hepatitis C Management Training Atlanta, GA – April 7-8, 2016	\$307.42
Shirin Banu Medical Conference Ochsner Health System Sandestin, FL – March 31 – April 2, 2016	\$1,381.24
Environmental Services Emily Kemp Site Visit Permitting Software Alpharetta, GA – February 11-12, 2016	\$267.20
Finance George Tablack Maine – February 24, 2016	\$2,253.49
Joslyn Wilson Tyler Connect 2016 Phoenix, AZ – May 1-4, 2016	\$2,603.07
General Services Jeffrey Calvert How to Write Clear and Concise Policies Birmingham, AL – May 10, 2016	\$199.00
Brian Kelley Green Industry Calera, AL – March 24, 2016	\$39.00
Information Technology Maurice Myers Institute for Health Technology Transformation San Francisco, CA - April 4-7, 2016	\$2,824.27
Office of Senior Citizen Services Janice Williams Respite Education Montgomery, AL – March 3-4, 2016	\$215.54
Revenue Michael Humber Sales and Use Tax Auditing Hoover, AL – March 11, 2016	\$150.00
For Information Only	
Personnel Board *Lorren Oliver	\$2,270.05
Brian Bellenger	\$1,500.20
Jamie Koladish Society for Industrial and Organizational Psychologists Anaheim, CA – April 13-16, 2016 *April 12 – 17, 2016	\$940.00
Jim Greene Society for Human Resource Management Orlando, FL – April 17-20, 2016	\$2,626.10
Allysa Singer Career Fair Auburn Mobile, AL – March 1-2, 2016	\$208.19

Jim Greene Career Fair University West Georgia and North Georgia Carrollton, GA – March 23-24, 2016	\$199.10
Colandus Murray Cisco Training Atlanta, GA – March 20-25, 2016	\$1,354.58
Sheriff's Office Shane Williams Michael Jackson Symposium on Child Abuse Huntsville, AL – April 3-7, 2016	\$1,416.78 \$1,416.78
Chester McClinton* Ronald Lay Instructor for Jail Management Athens, AL – March 13-18, 2016 * March 6-11, 2016	\$280.50 \$280.50
Dylan Misso Taylor Brewer FTO Field Training Officer Florence, AL – May 23-27, 2016	\$1,190.95 \$1,190.95
Neil Sanders Penlink Training Lincoln, NE – March 1-4, 2016	\$1,269.43
Jonathan Craton Alabama Narcotic Association Orange Beach, AL – May 4-7, 2015	\$588.47
George McCreless Officer Involved Shooting Birmingham, AL – March 21-23, 2016	\$295.00

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

Mar-17-2016-248

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Unisys Corporation to provide mainframe upgrade from Libra 450 systems to Libra 470 including production, development, implementation and support services for the period March 1, 2016 - March 31, 2019 in the total amount of \$1,006,266. CON00008227

UNISYS MAINFRAME UPGRADE

THIS AGREEMENT entered into, as of the date fully executed by both parties, by and between Jefferson County Alabama hereinafter called "the County", and UNISYS Corporation, hereinafter called the "Contractor", located at 801 Lakeview Drive, Suite #100 Blue Bell, PA 19422.

WHEREAS, the County desires to contract for Unisys Mainframe Upgrade for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said Upgrade and associated services to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees provide the Upgrade and to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: Contractor shall provide Libra 470 Production, Libra 470 Development, Implementation Services, and Supplemental Support Services to replace the current Libra 450 mainframe production and development systems as stated in the Supplemental Schedule Order related to the Master Agreement for Products and Services contract between Unisys Corporation and Jefferson County Commission.

The Supplemental Schedule Order Agreement Number 011120057 describes the scope of services called for and the contractor's

response contains the statements and representations of the Contractor, thereto. The Supplemental Schedule Order and Master Agreement for Products and Services from Unisys Corporation constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties. See Exhibit I.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on March 31, 2019.

4. PAYMENT TERMS: Net 30

5. COMPENSATION: Three payments of \$335,422.00 starting March 31, 2016 and due annually thereafter on March 31, 2017 and March 31, 2018.

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 Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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 an agent of or act on behalf of the COUNTY. Subject to Section 19 of the this Agreement, the Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

15. INSURANCE: Contractor will maintain such insurance as will protect him from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not

later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

19. LIMITATION OF LIABILITY: Neither party shall be liable for any incidental, indirect, special or consequential damages under this agreement, even if the party has been advised of their possibility. This limitation of liability applies both to products and services customer purchases under this agreement. Both parties total liability arising out of, or in connection with any event or series of connected events occurring in connection with this agreement shall not exceed the value of the products and services purchased by customer pursuant to this agreement subject to the claim.

20. 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

NAME: James A. Stephens

TITLE: President

Unisys Corporation

NAME: Thomas P. Mannix

TITLE: Contracts Manager

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

The Commission reconvened in regular session at the Birmingham Courthouse March 24, 2016 at 1:36 p.m., James A. Stephens, President, presiding and the following members present:

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the following item be added as New Business. Voting "Aye" Carrington, Brown, Knight 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 the Town of West Jefferson to assistance with the costs associated with the purchase of playground equipment to be placed outside the pavilion at West Jefferson Community Park 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, the Town of West Jefferson ("West Jefferson"), applied for a grant of funds for \$5,000.00; and
WHEREAS, West Jefferson is a municipality located in Jefferson County which seeks assistance with the costs associated with the purchase of playground equipment to be placed outside the 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 \$5,000.00 to West Jefferson, 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, 2016.
2. The County shall pay to West Jefferson a lump sum payment of \$5,000.00 upon execution of this agreement.
3. West Jefferson shall use the public funds to purchase the necessary playground equipment to be installed outside the 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 and to the Office of Commissioner Stephens 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, 2016, 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. The West Jefferson representative signed below, certifies 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. The 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 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 certifies that neither West Jefferson, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 certifies that, except as expressly set out in the above, 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination West Jefferson 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, ALABAMA

Charles Nix, Mayor

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

Mar-24-2016-250

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 Adger Volunteer Fire Department to assist in funding to update and complete the restrooms at the fire station so that they are compliant with the Americans with Disabilities Act 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, the Adger Volunteer Fire Department ("Adger Fire Department"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Adger Fire Department is a tax exempt organization which provides fire protection service for the Adger community; and

WHEREAS, the Adger Fire Department meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to the Adger Fire Department, 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 March 30, 2017.
2. The County shall pay to the Adger Fire Department a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Adger Fire Department shall use the public funds to update and complete the restrooms at the fire station so that they are compliant with the Americans with Disabilities Act.

1The fire station is also used for community meetings.

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

4. The Adger Fire Department shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 30, 2017, whichever shall occur first.

5. The Adger Fire Department 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 the Adger Fire Department for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Adger Fire Department representative signed below, certifies 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. The Adger Fire Department 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 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 certifies that neither the Adger Fire Department, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 certifies that, except as expressly set out in the above, 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination the Adger Fire Department 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

ADGER VOLUNTEER FIRE DEPARTMENT

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

Mar-24-2016-251

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 Jefferson County Board of Education to assist in funding the purchase of a new wrestling mat for Shades Valley High School in the amount of \$1,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Jefferson County Board of Education {"Jefferson County BOE"}, applied for a grant of funds for \$1,000.00; and

WHEREAS, Jefferson County BOE is a tax exempt non-profit educational institution which seeks assistance in funding the Shades Valley High School to purchase a new wrestling mat; and

WHEREAS, Jefferson County BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$1,000.00 to Jefferson County BOE, 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 March 30, 2017.
2. The County shall pay to Jefferson County BOE a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Jefferson County BOE shall use the public funds to assist in the purchase of a new wrestling mat for Shades Valley High School.

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

4. Jefferson County BOE 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 March 30, 2017, whichever shall occur first.

5. Jefferson County BOE 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 Jefferson County BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Jefferson County BOE representative signed below, certifies 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. The Jefferson County BOE 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 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 certifies that neither Jefferson County BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 certifies that, except as expressly set out in the above, 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Jefferson County BOE 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

JEFFERSON COUNTY BOARD OF EDUCATION FOR SHADES VALLEY HIGH SCHOOL

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

Mar-24-2016-252

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.

Agreement with West Shore Services, Inc. to provide annual inspection and on-site routine care of outdoor warning siren system beginning upon approval and ending February 16, 2017 with compensation in accordance with the following pricing schedule.

	<u>UOM</u>	<u>PRICE</u>
Annual Inspection and Routing Care	per year	\$62, 992.00
Severity I or II Response - Service Van with Technician, Flat Rate Site Visit	each	\$315.00
Severity I or II Response - Technician with Bucket Truck, Flat Rate Site Visit	each	\$395.00
Severity III Response - Technician with Service Van, Flat Rate Site Visit	each	\$250.00
Severity II Response - Technician with Bucket Truck, Flat Rate Site	each	\$305.00

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

Mar-24-2016-253

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Karen Dunn Burks, Jefferson County Circuit Clerk, Bessemer Division, for compensation for serving as Elections Manager for the Primary Election held on March 1, 2016, in the amount of \$9,200 (46 days at \$200.00 per day/per election) to and hereby is approved.

Compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, an Attorney General's Opinion dated June 28, 2002 and Act No. 2006.327.

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

Mar-24-2016-254

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized and directed to transfer among the various operating and capital funds the following amount for Fiscal Year 2015 as required to provide for cash

needs:

From the General Fund (Fund 01):

\$1,484,588 to Senior Citizen's Services Fund

From the Bridge and Public Building Fund (2015):

\$38,792,467 to Debt Service Fund

\$5,000,000 to General Fund**

From Capital Improvement Fund (4021)

\$3,912,397 to Road Construction Fund

** This transfer was not in the original resolution given to the Minute Clerk for the reconvened Commission Meeting. Per instructions from County Attorney Carol Sue Nelson the \$5M transfer has been added to this resolution as being approved by the Commission.

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

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Board of Equalization

Courtney Parker	\$1,119.85
Remeca Reddock	\$1,119.85
Kim Blue	\$1,119.85
Mike Callahan	\$1,119.85
Commercial Appraisal Manual Madison, AL - May 1-6, 2016	

County Attorney

Brent Grainger	\$40.00
Allison Gault	\$40.00
Shawna Smith	\$40.00
Theo Lawson	\$40.00
CLE Seminar Birmingham, AL - April 22, 2016	

Office of Senior Citizen Services

Dedra Lewis, Gwendolyn Oaks, Coleecia Perryman, Janice Williams, Edna Moses, Malinda Parker, Lauren Stewart, Lucy Lipp Alabama Gerontological Conference Birmingham, AL -April 13-15, 2016	\$1,309.50
---	------------

Stormwater Management

Zhaleh McCullars	\$585.28
Amanda Elledge	\$587.90
Southeastern Stormwater Seminar Atlanta, GA - April 14-15, 2016	

INDIVIDUAL STAFF DEVELOPMENT

Board of Equalization

Mike Callahan AAAO Planning Orange Beach, AL - April 27-29, 2016	\$545.46
John Michael Colburn Train the Trainer- Auburn University Government & Econ Development Institute Auburn, AL - April 22-26, 2016	\$373.84

Board of Registrars

Barry Stephenson Certified Registrar Training Auburn, AL -May 11-13, 2016	\$934.88
---	----------

Commission - District 5

David Carrington MIPIM 2016 Cannes, France - March 12-19, 2016	\$1,065.00
--	------------

Community and Economic Development

LaWanza Webb NAWDP Conference Orlando, FL - May 23-17, 2016	\$2,312.22
Cooper Green Mercy Health Services Debbie Hamby Prescribing Controlled Drugs Huntsville, AL - November 20-22, 2015	\$480.79
Environmental Services Jeremy Creel Water and Wastewater Technology Workshop Orange Beach, AL - April 10-13, 2016	\$1,457.63
David Denard Site Visit Mobile Mobile, AL - March 1-2, 2016	\$279.65
Daniel White WEF Collections Systems 2016 Conference Atlanta, GA - May 1-3, 2016	\$1,177.66
Information Technology Keith Gullede Implementing Advanced Cisco Security New York, NY - April 17-22, 2016	\$2,711.21
Land Development Katherine Lachine CityWorks Software Orange Beach, AL - April 18-21, 2016	\$1,178.57
Revenue Scott Moore Tax Audit Chicago, IL & Milwaukee, WI - April 16-23, 2016	\$2,475.64
Scott Moore Tax Audit Atlanta, GA - March 27-April 1, 2016	\$1,420.30
Gerald Osburn CROAA Prattville, AL - April 6-7, 2016	\$175.00
Gerald Osburn ALTIST 2016 Hoover, AL - August 5, 2016	\$150.00
Tax Assessor - Bessemer Rickey Davis Fundamentals of GIS Auburn, AL - May 10-13, 2016	\$898.01
Tax Collector - Bessemer Grover Dunn AATA Board Retreat Orange Beach, AL - April 7-9, 2016	\$775.06
FOR INFORMATION ONLY	
Personnel Board Billie Marsala Society for Industrial Psychologists Conference Anaheim, CA -April 13-17, 2016	\$1,236.00
Sheriff Office William Pharr Daniel Billings Gary Gilliland Breaching and Tactics Course Byhalia, MS-July 10-16, 2016	\$2,283.18 \$2,283.18 \$2,283.18
Calvin Avery Anthony Williams Gang Training Conference Montgomery, AL - April 14-15, 2016	\$176.50 \$291.61

Ashronda Jackson
Reid Technique Training
Birmingham, AL - March 29-31, 2016

\$580.00

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

BUDGET TRANSACTIONS

Finance \$274,834

Shift funds from salaries to outside services to cover contracts.

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

The following resolution was approved by the Commission on March 17, 2016, but was not given to the Minute Clerk until after the March 25, 2016 reconvened Regular Commission Meeting.

Mar-17-2016-256

WHEREAS, the State of Alabama Department of Labor is soliciting proposals for development of a "One Stop Career Center for Workforce Development" in Jefferson County; and

WHEREAS, the County desires to investigate making a proposal for construction of such a facility to the State; and

WHEREAS, such a proposal requires an architectural rendering; and

WHEREAS, the County wishes to engage Thompson Architecture to provide two architectural renderings of a proposed "One-Stop Center", one for a one-story building and the other for a two-story building, at a total cost not to exceed \$5,000.

NOW THEREFORE BE IT RESOLVED, that the Commission President is authorized to sign a professional services agreement with Thompson Architecture to provide architectural renderings of this proposed facility in exchange for no more than \$5,000 in compensation.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, April 7, 2016.

President

ATTEST

Minute Clerk